

May 12, 2013 – May 11, 2017

AGREEMENT

As To

Wages, Working Conditions and Seniority

Between

**Narragansett Electric Company
National Grid USA Service Company
d/b/a National Grid**

And

Utility Workers Union of America, AFL-CIO

Local Union No. 310

The Brotherhood of Utility Workers Council

Whenever reference is made to masculine gender throughout this agreement, feminine gender also applies.

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AGREEMENT made and entered into by THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation, and NATIONAL GRID USA SERVICE COMPANY, a Massachusetts corporation, d/b/a NATIONAL GRID, hereinafter called the "Company" and THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO, BROTHERHOOD OF UTILITY WORKERS COUNCIL, LOCAL NO. 310 thereof, and the employees of the Company who are now or may hereafter become members of said Local, hereinafter called the "Brotherhood".

WITNESSETH THAT

WHEREAS, the Brotherhood represents a majority of the employees in the Departments of the Company set forth in section marked "Schedule of Wages" and has been designated by said majority to be the exclusive representative of all the employees in each of such departments for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; and

WHEREAS, both the Company and the Brotherhood desire to promote harmony and efficiency in the working forces so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company as a public utility to provide at all times an adequate and uninterrupted supply of electric service in the territory and communities which it serves.

WHEREAS, it is agreed that the parties will continue to provide for equal opportunity as to wages, working conditions and seniority without regard to race, color, religion, sex, age, national origin or handicapped, disabled, or Vietnam Era veteran status.

NOW, THEREFORE:

As to wages to be paid by the Company, as to working conditions involved in the Company's operations, and as to the application of the principle of seniority to changes in the Company's forces, the parties hereto, each by its duly authorized representatives, agree as follows:

ARTICLE I - RECOGNITION OF BROTHERHOOD

A. Recognition

Except as hereinafter provided, the Brotherhood is hereby recognized as the exclusive representative of all the employees in the departments of the Company described for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

B. Neutrality

Section 1. The Company agrees to remain neutral in union organizing campaigns conducted among workers in wholly-owned, regulated companies and GRIDCOMM and/or NEESCOM, as long as GRIDCOMM and/or NEESCOM remains a wholly-owned National Grid USA subsidiary or affiliate.

Section 2. Neutrality means that the Company shall neither help nor hinder the Union in any organizing campaign, nor shall it comment upon the Union's motives, integrity, character or performance during any organizing campaign. Also, neither National Grid USA or its subsidiaries or

affiliates, nor any of their successors or assigns shall provide any support or assistance of any kind to any person or group opposed to union organization.

Section 3. Reservation Of Rights

National Grid USA, or its subsidiaries or affiliates, commitment to remain neutral shall cease if the Union or its agents, intentionally and repeatedly misrepresents to employees the facts and circumstances surrounding their employment or conducts a campaign which comments upon the motives, integrity or character of the Company or its representatives. National Grid USA, or its subsidiaries or affiliates, reserves the right to respond to employees' inquiries relating to the issue of Union organization and to engage in normal communications with employees concerning their employment.

Section 4. Access

The Union representatives shall be allowed access to the facilities of National Grid USA, its subsidiaries or affiliates, for the purpose of distributing literature and meeting with employees. Any interaction with employees or distribution of literature at the facilities of National Grid USA, or its subsidiaries and affiliates, shall be accomplished in a manner that does not disrupt access or egress from buildings. Distribution and solicitation inside such facilities shall be limited to non-work areas. The Union shall not disrupt the normal business of these facilities while distributing literature or soliciting authorization cards.

C. Voluntary Recognition

Section 1. The Company agrees to recognize a union upon receipt of proof of support of no less than 65% of those eligible for inclusion in the bargaining unit as verified by an independent third party.

Section 2. In the event a third party verifies that 65% of eligible employees in an agreed-upon unit have signed authorization cards, the Company agrees to recognize such employees without a National Labor Relations Board-conducted election, provided all of the following criteria have been met:

- a. The Company and the Union have mutually agreed upon the nature and content of the card employees will sign;
- b. The Company, its subsidiaries, and affiliates and the Union have mutually agreed that the bargaining unit in which the Union seeks recognition is an appropriate bargaining unit;
- c. The Company, its subsidiaries, and affiliates and the Union have mutually agreed upon the number and identity of the employees eligible for representation in such a unit;
- d. The Union submits to a mutually-selected third party signed authorization cards from at least 65% of the employees in the agreed-upon bargaining unit, all of which expressly state that by signing the card the employee designates the Union as his/her exclusive bargaining representative, and further state that they understand that if 65% or more of

the eligible employees in the unit also sign such cards, the Company, its subsidiaries, and affiliates will recognize the Union without an NLRB-supervised election; and

- e. The Union's majority status in the agreed-upon bargaining unit is confirmed by the mutually selected third party.

Section 3. If the Company, its subsidiaries, and affiliates and the Union fail to agree upon any of the conditions set forth in paragraphs (a) through (d) above, the matter may be referred to the NLRB for determination.

Section 4. Negotiations for a contract covering the new unit will begin within a reasonable amount of time following third party verification.

D. Exemptions

The following shall be excluded from the application of the rule of this agreement:

- a. Executives and officials.
- b. Supervisory forces, including foremen who recommend the disciplining or dismissal of employees under their supervision but not including working foremen.
- c. All personal office forces of the President, Vice Presidents, Secretary, Treasurer, Manager, Asst. Secretaries, Asst. Treasurers, Auditors, Legal Department, Purchasing Department, General Superintendent, Superintendents and such other office workers who perform duties of a confidential nature.

ARTICLE II - BROTHERHOOD MEMBERSHIP REQUIREMENTS

Section 1. The Company agrees that it shall require as a condition of employment that all present employees and all new employees hereafter employed by the Company in any class of work to which this agreement applies shall become members of the Brotherhood after the thirtieth day following the beginning of their employment and shall continue as members thereafter while this agreement is in effect.

Section 2. The Company and the Brotherhood mutually agree that the foregoing provisions shall in no way affect other terms and conditions of employment applicable to probationary employees.

Section 3. Any employee exempted from the provisions of this agreement who is transferred while this agreement is in effect to a class of work which is subject to the Brotherhood membership requirement, shall become a member of the Brotherhood within thirty days after the effective date of such transfer.

Section 4. In no event will any employees be required as a condition of employment to become a member of the Brotherhood until after the thirtieth day following the beginning of his employment or the effective date of this agreement, whichever is the later.

Section 5. The provisions of this Article shall not apply to anyone exempted from the provisions of this agreement nor to training students who may be assigned from time to time to any of the departments of the Company.

Section 6. Any employee of the Company who at any time while this agreement is in effect has been performing a class of work which is subject to the Brotherhood membership requirement of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Brotherhood membership requirement of this agreement, shall have the privilege of withdrawing from Brotherhood membership, and the Brotherhood agrees that such withdrawal shall not prevent any such employee from renewing Brotherhood membership in the event that thereafter the employee is assigned to a class of work in which Brotherhood membership is required hereunder as a condition of employment.

Section 7. The Company agrees to deduct such dues, initiation and other fees from earned wages and remit to the Local the dues of those employees who are members of the Union and not exempt from the provisions of this agreement in an amount individually authorized and in a manner and on a written assignment approved by the Company.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Union and the Local recognize the right and power of the Company to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to suspend, discipline, demote, or discharge employees; to assign, supervise, or direct all working forces and to maintain discipline and efficiency among them; to lay off employees when required because of lack of work or curtailment of work; and generally to control and supervise the Company's operations and to exercise the other customary functions of Management in carrying on its business without hindrance or interference by the Union, the Local or by employees. If the Local claims that the Company has exercised the right to suspend, discipline, demote or discharge employees in an unjust or unreasonable manner, such claim shall be subject to the Settlement of Disputes under Article XVI. If the Local claims that the Company has exercised any of the other foregoing rights in a capricious or arbitrary manner, such claims shall be subject to the Settlement of Disputes under Article XVI.

Section 2. The Company, the Union, and the Local recognize the responsibility of the employees to comply with reasonable rules, regulations, and practices prescribed by the Company.

Section 3. Mutually agreed upon working conditions now existing, established past practices, or any working conditions will not be changed during the term of this contract. In order for the Company or the Union to show that a claimed past practice is binding, it must establish the following:

- a. The past practice has been consistently followed by the parties for a reasonable time period, and
- b. The past practice is a result of a formal or informal agreement between the Union and the Company over any working condition.

ARTICLE IV - SENIORITY

Section 1. The Company and the Brotherhood mutually agree that for the purposes of this agreement, the term, "permanent employee" shall include any employee who has been employed by the Company continuously for a period of six months in one or more of the departments of the Company named, and the term "probationary employee" shall include any employee who has not been employed by the Company continuously for a period of six months in one or more of such departments.

Section 2. All references herein to seniority, rosters, posting of vacancies, awards, promotions and furloughs, apply as in the past, only to departments and classifications designated by the schedule hereto attached, marked Schedule of Wages.

Section 3. It is agreed that when an employee is promoted to a position in which he is not subject to the rules of the agreement, his seniority status as an employee of the Company shall be reestablished if he subsequently reverts to a classification in which he would be subject to the rules of the agreement within sixty (60) days; i.e., his seniority in the class to which he reverts is the seniority he would have rated had he never left the class. If the employee returns to his prior classification within the sixty (60) days, he shall be required to pay any and all back dues.

Section 4. Seniority shall begin when an employee was or shall be first hired by the Company, except that where an employee has been dismissed and rehired or has voluntarily left the employ of the Company and has been rehired, seniority shall begin when such employee was last hired. The seniority rating of employees shall be as follows:

Section 5. Any present employee of the Company who was in the employ of the Company when seniority was first adopted shall receive credit (in the class of work in which he or she was then employed) for all prior employment with the Company or with other companies then affiliated with National Grid USA. Such an employee shall receive additional credit for employment, after the date when seniority was first adopted, in each class of work in which he or she has been or is hereafter regularly assigned. Employees transferred after the date when seniority was first adopted from other companies affiliated with National Grid USA shall not receive seniority credit for their prior employment with such affiliated companies, except by mutual agreement between the Brotherhood and the Company.

Section 6. Any present employee of the Company who was hired subsequent to the date when seniority was first adopted shall receive credit beginning with his or her last hiring date and continuing during the term hereof in each class of work in which he or she has been or is hereafter regularly assigned.

Section 7. The foregoing provisions of this Section shall not apply to new employees until they have been continuously employed for a period of six months, but thereafter these provisions shall apply to such new employees.

Section 8. New employees shall be deemed to be on trial for a period of six months from the date of hiring, and, within such period, the Company shall have the right to discharge any new employee whenever, in the opinion of the Company, he has not qualified for the work for which he was hired or for other work to which he may be assigned.

Section 9. The Company shall have the right in its discretion to employ temporary forces for emergencies, vacation relief, or in other unusual situations, and seniority shall not apply to employees in such forces. Employees shall be deemed temporary if the period of their continuous employment following any firing is shorter than six months. The Company will minimize the practice of "rolling-over" temporary employees. Temporary employees, who become permanent in the same job at the same location where they served their temporary assignment, will have the temporary service time credited to their probationary period.

Section 10. The Company may employ training students in any class, the total number of training students so employed not to exceed three percent of the number of employees of the Company, and the Company in its discretion and without regard to seniority may assign the work of training students in any class or may transfer them from class to class, but, in the event that training students are assigned to positions permanently, such assignments shall be subject to the seniority rights of regular employees affected thereby.

Section 11. Seniority charts prepared by the Company shall indicate the classification of service for which employees may be hired and also all seniority movement between classes.

Section 12. Any member of the Brotherhood who is aggrieved by any change in seniority rating may, within thirty days after such change is posted, and not thereafter, request the Company to correct such posting, and, upon adequate proof of error, the rating shall be corrected in accordance with the facts.

Section 13. If there is seniority movement between the classes involved, when a vacancy occurs in any class, the employee senior in the next lower class shall be entitled to promotion to the vacancy, if his fitness and ability qualify him for the position, and when forces are reduced, the last man in the class affected shall be furloughed first and so on up through the class, employees so furloughed having the right to displace juniors in a lower class if qualified by fitness and ability.

Section 14. An employee accepting promotion or transfer to a new class after the date when seniority was first adopted shall have seniority in the new class beginning with the date of such acceptance and he will retain unimpaired his seniority in the former class without the right, however, to displace juniors in the former class as long as he may have employment in the new class in any position for which he is qualified by fitness and ability.

Section 15. If there is no seniority movement between the classes involved and forces are reduced in a class, an employee who was transferred to such a class from another class shall return to his former class without loss of seniority rating in that class, if then qualified by fitness and ability to perform the work in his former class.

Section 16. Except in beginners' classes of work, when new positions are created because of an increase in forces or when there is a vacancy in a position already established, for which there is no applicant, or no applicant who is qualified by fitness and ability, the Company shall post the position for the second time, indicating on the notice of the vacancy that it will consider applications from employees in any roster or from employees who are not rostered and then, if there is no applicant, or no applicant who is qualified by fitness and ability to perform the duties in the vacant position, the Company shall have the right to hire a new employee to fill such a position.

Section 17. The seniority status of an employee transferred to such a new position or vacancy, in accordance with the preceding paragraph, shall begin on the date of his assignment to the new class and he will retain unimpaired his seniority in the former class without the right, however, to displace juniors in the former class as long as he may have employment in the new class in any position for which he is qualified by fitness and ability.

Section 18. The Company agrees to grant to permanent employees of the Company such reasonable leaves of absence, without pay, for transacting official Union business of the Brotherhood in such numbers and for such length of time as the Company shall determine. Any such employee who returns to the employ of the Company at the expiration of their leave of absence will be credited with the seniority that such employee would have had if they had remained in active service with the Company during the leave of absence and shall be assigned to the classification in their roster to which such seniority entitles them, provided such employee is then qualified by fitness and ability to perform the work of such classification.

Section 19. The Company will produce and distribute seniority rosters which will be printed and posted every six months.

ARTICLE V - FILLING OF VACANCIES

A. Filling Vacancies

Section 1. Notice of a vacancy in an existing position or in a newly created position within each class shall be posted at places accessible to employees affected and shall remain posted for a period of seven days, within which time applicants eligible and desiring to fill such vacancy shall apply in writing to the official of the Company to be designated in the notice. Such notice shall also set forth the title of the position to be filled, hours of work, days of relief, rate of pay and outline of duties. Within one week after expiration of the posting period, the Company shall assign the accepted applicant to such vacancy or newly created position. When such vacancies occur in positions that are to be filled, the Company will follow a general policy of posting notices within one week. Qualification includes successful completion of applicable selection testing as described below.

Section 1a. As of May 12, 2013 any employee who has previously passed the CAST test is deemed to have passed the FAT test.

DEPARTMENT	TESTING REQUIRED
Overhead Lines	FAT
Underground	FAT
Substation O&M	FAT
Fleet	FAT & home grown tests for entry/progression
Metering Services Roster 7	FAT
Metering Services Representative Roster 26	EEI Clerical Aptitude Battery
Metering Services Roster 26	EEI Meter Readers Battery
Stores	EEI Clerical Aptitude Battery
Distribution Design	EEI TECH
Operations Clerk	EEI Clerical Aptitude Battery
Building Maintenance	FAT
Telecommunications Technician	Prerequisite Associates Degree

Section 2. With the exception of the Distribution Design Department, current employees who have passed the Bennett Mechanical will be deemed to have passed FAT or TECH.

Section 3. Further, with the exception of employees seeking to enter Substation O&M, any employee holding a title for which FAT is required will be deemed to have passed FAT in future job bids.

Section 4. The Company agrees to offer the FAT and TECH tests once a year without the requirement of having postings on the board.

Section 5. Minimum qualifications for a roster bid include a “Goal Achieved” rating on the employee’s most recent performance appraisal.

Section 6 The Company will make an initial courtesy posting among all bargaining unit employees. Positions will be awarded to the most senior highest rated qualified candidate. Seniority will be based on Company time. The Company will determine applicant’s fitness and ability in accordance with the following:

- EEI, FAT or other specified testing
- All qualifications listed on the posting
- “Fully Meets” or better on the most recent performance appraisal
- No active formal PD step
- No active Pay-For-Time-Worked steps, second interview and above

If there are no qualified bargaining unit employees for a posted position, the Company may post and fill the job in accordance with the existing courtesy posting policy.

Temporary employees in positions covered by this agreement will be afforded consideration for open positions prior to external candidates being selected. Non-selection under this section will not be subject to the Settlement of Disputes Article (or any other rights) within the CBA.

Section 7. The Company will release accepted applicants of any job posting no later than forty-five (45) days after the expiration of the posting period. In the event the Company is unable to release the applicant due to a critical business need, the Company will notify the Union President and discussion will take place to set a schedule for release. The current practice to insure the employee receives the proper seniority date in the new progression will continue.

Section 8. Any employee assigned to a new position shall have thirty days in which to qualify. If he is unable to qualify, he may return to the class from which he came without loss of seniority rating therein, but he shall not have the right to attempt to qualify for the same position for ninety days thereafter. If, in the opinion of the Company he is competent, he shall not return to the class from which he came until a vacancy occurs in that class.

Section 9. When a new classification is established or other than a minor change is made in the job content of an existing classification, the move will be subject to the collective bargaining procedure.

Section 10. In reducing and increasing forces, in making promotions and in making appointments to fill vacancies occurring in any class with employees in the same class in which the

vacancies occur or from other classes, all as provided in the foregoing sections, the Company shall determine the fitness and ability of all applicants for new or different positions. In determining fitness and ability of an applicant from another roster, the desire and ability of such applicant to advance to higher classifications in the roster to which the bid is made will be contributing factors. This provision is subject to Article XV, Discipline and Discharge and Settlement of Disputes, of the contract.

B. Progression

Section 1. The progression timetables and requirements for various departments and classifications are contained in reorganization agreements and Attachment R of the Memorandum of Understanding dated May 12, 2003, and Item 18 of the Memorandum of Understanding dated May 12, 2007, which is hereby incorporated by reference. Unless specified otherwise in those agreements, the type and context of examinations to be given will be jointly determined by the Union and the Company. They will also be jointly administered.

Overhead		Substation O&M		Underground	
2/C	24 months	2/C	24 months	2/C	12 months
3/C	15 months	3/C	18 months	3/C	15 months
Apprentice	3 months	Apprentice	6 months	Apprentice	9 months

Customer Meter Services		Fleet		Design	
MW-A	18/30 months	2/C	24 months	Sr. Designer	
MW-B	18/30 months	3/C	12 months	Designer A	60 months, degree requirement
				Designer B	24 months, degree requirement

Telecommunications		Stores	
Sr. Technician		Material Handler B	48 months
Technician 1/C	36 months		
Technician 2/C	30/36 months		
Technician 3/C	18/24 months		
Tester	6/12 months		

Section 2. For all progression requirements, all long-term absences due to sickness or disability (6 days or more) plus any other unpaid absences, exclusive of time off on union business, which in the aggregate exceed 5% of the established progression time will be carved out of progression time. In such cases of delayed progression, upon the ultimate move to the next progression step, the employee's classification date will be adjusted as if the carve-out had not occurred.

C. Helpers Progression

Section 1. A Helper, after 18 months' work in that class, will be promoted to third class in his roster subject to the following conditions, requirements and accomplishments:

- a. After 12 months as Helper, the employee's record in the Helper's Class will be reviewed, and he will be given an examination to determine that his progress and qualifications are satisfactory and that he has the desire and ability to warrant progression to third class. If the employee fails to qualify on such examination, he will be given another examination prior to the time of scheduled progression to third class.
- b. If the employee fails to qualify on the second examination, he will be reassigned to the position he held prior to his entry into the class.
- c. The type and context of examinations to be given as outlined in (a.) will be jointly determined by the Union and the Company. They will also be jointly administered.

D. Cross Rostering

Section 1. Cross-rostering will be done on an intra-district basis as defined in these negotiations. It shall be applicable to all rostered personnel within a district contingent upon non-priority work or lack of work, as determined by management, existing in one department and a need in another.

Section 2. Cross-rostering will be used to fill jobs on a temporary basis due to such things as illness, vacation, temporary peak work periods and temporary jobs.

Section 3. Cross-rostering shall not be used to fill permanent vacancies. These vacancies will be posted.

Section 4. Cross-rostered employees will receive the higher of their rate or the rate of the job to which they have been cross-rostered.

Section 5. In the up to three-day assignment, the Company reserves the right to select the junior-qualified individual. This shall be the junior person in the roster which has non-priority work, unless he has previously been disqualified. When a person has been disqualified, the reasons for the disqualification will be discussed with the Union. At local option, a pre-canvass list may be provided or some other mutually agreed upon procedure will be utilized.

Section 6. Cross-rostering assignments may be made for periods for one day or less without prior notification. This shorter term cross-rostering will be utilized to make more efficient use of manpower and to respond to work load. An individual employee could not be given more than two cross-rostering assignments in one day outside his normal classification.

Section 7. Cross rostering for one day or less will not cause displacements or will not interfere with needed higher assignments. The Company will not cross-roster into and out of a progression group simultaneously.

Section 8. In the case of longer assignment, the method of selection will be determined at the local level either through canvass or seniority as long as a qualified individual is provided. Assignments will be reviewed after three months.

Section 9. In rosters with automatic progression, if necessary, a person cross-rostered will be given additional time equal to the period of his cross-roster assignment to qualify for advancement.

Further, the date of his advancement shall be retroactive to the date he would have been advanced if not cross-rostered.

Section 10. Cross-rostering of employees will not interfere with their previously approved vacation periods.

Section 11. Cross-rostering will not be used to change an employee's shift.

E. Roving

Section 1. Roving will be applicable to all employees, except those in the Clerical department (for Clerical positions Reference MOU Attachment K4).

- a. Roving personnel and work assignments shall not be restricted by Union jurisdiction.
- b. Management will determine needs and schedules and advise Union business agents or local Union presidents when a decision is made but in no case less than seven (7) calendar days. The one exception to this may occur in the Stores Department when operating problems require shorter notification. In the case of shorter notification, the existing local practice will continue.
- c. Base work of district to be determined by Management and reviewed annually with the Union and will be updated quarterly if there is a change.
- d. Roving is optional for 50% of all first class and rated employees who are on the roster as of March 1, 1978.
- e. All roving assignments will be related to standard classification duties.
- f. All roving personnel may be co-mingled with local personnel on job assignments.
- g. Mandatory roving will be limited to 70 miles per Rand McNally Guide and Per Diem Schedule.
- h. Roving assignments will be rotated on a 6-8 week schedule if requested by Union. It is understood that under certain circumstances, junior qualified employees may be required to remain on a roving assignment longer than 8 weeks.
- i. Leap frogging will not be a standard practice; however, Management reserves the right to effectively respond to System needs caused by unscheduled priority work.
- j. Roving personnel will be from the nearest district if manpower and schedules are available/suitable.
- k. All roving personnel will work the scheduled hours of the district requesting the manpower. Management will attempt to accommodate alternate Union proposals wherever possible. Line crews will maintain the scheduled working hours as bargained with their respective Locals while roving. Changes in working hours of line crews when roving can be made by mutual agreement.

- l. Roving personnel assigned to another district, previous to or at the time of any emergency within the district, will not be considered an outside crew for application of the Emergency Storm Work Premium, unless assigned to emergency work for more than 24 hours.
- m. Roving personnel will be eligible for overtime as it relates to the assigned work or project. No matching overtime obligations apply in receiving area.
- n. Roving personnel will be eligible for emergency overtime at their normal base provided they have personal tools readily available.
- o. Incidental or short-term absenteeism of roving personnel may be filled, if necessary, from home base.

Per Diem Schedule*:

0 to 9 miles	\$10.08
10 miles but less than 20	\$22.40
20 miles but less than 30	\$33.60
30 miles but less than 40	\$44.80
40 miles but less than 50	\$56.00
50 miles but less than 60	\$67.20
60 miles but less than 70	\$78.40
70+ (Optional)	

*The rates shown above shall be adjusted at each change in the IRS mileage reimbursement rate.

- p. Per diems are to be paid tax free.

Section 2. The Districts may establish permanent satellite locations as may be necessary to accomplish area workload. Permanent means that the Company intends to conduct usual and customary business operations at such satellite locations as opposed to project or fixed time period operations. The Company reserves its usual rights to make changes in staffing levels and satellite locations.

Section 3. These satellites will be staffed via canvassing within the District. If unable to obtain the required staffing through a voluntary process, junior qualified employees will be assigned as necessary. Persons reporting to these satellites will not receive per diem payments.

Section 4. In the event that an employee so assigned to a newly established satellite location is, within one year of such assignment, subsequently roved to another work site pursuant to this language, per diems shall apply from the better of the former work location or the new work location for the duration of the rove.

Section 5. If, as the result of unforeseen circumstances, a satellite is discontinued prior to a year of operation, employees who had been assigned to that location will receive per diem payments as if they were roving from their base of operation to the new reporting location for the period of assignment.

Section 6. There shall be no restrictions on the right of the Company to rove any of its employees into any area based on union representation status.

F. Guaranteed Staffing And Use Of Contractors

Section 1. The Company agrees to attain staffing levels in the departments shown below, inclusive of employees in progression; no later than May 11, 2010. In reaching these levels, staffing shall be increased pro-rata from the prior agreement’s specified staffing levels in each of the next 3 years, i.e. one third by May 11, 2008, two thirds by May 11, 2009 and the full amount shown below by May 11, 2010.

	<u>Bay State South</u>	<u>North and Granite</u>	<u>Bay State West</u>	<u>Ocean State</u>	<u>Total</u>
Overhead	168	71	122	168	529
Underground	12	30	31	39	112
Substation O&M	31	26	38	43	138

The numbers in the table above represent union staffing levels for the UWUA locals in electric distribution. Any claim that the Company has failed to comply with staffing levels in the table shall be resolved in accordance with Article XVI Settlement of Disputes.

Section 2. In the event staffing levels fall below the pro-rated staffing levels for each term of the agreement, the Company agrees to post positions sufficient to reach the applicable staffing level within thirty (30) days. Further the Company agrees to post all non-VERO retirements from these departments during the term of this agreement.

Section 3. The Company will meet twice per year with each local union president or their designee to provide an overview of the Overhead and Underground work plan for their area and the Company’s plans to use outside contractor crews. For other than pole setting, when contractor crews are utilized for work in the overhead or underground departments, the Company will offer four hours of overtime per week to an equal number of crews (rated workers) in that respective department. Trouble Shooters and Emergency Workers may be utilized to fill this compliment providing it does not interfere with their regular schedule and the company does not incur additional expense. The offer of four hours of overtime per week will be applied every other Saturday, or other non-Sunday day of relief for shift workers, as an eight hour shift. In order to facilitate the planning of the work to be performed, by Friday of the week prior to the week in which the overtime will be worked, the union will provide the names of the employees who will be working. In cases where the union was unable to fill the full complement, the Company’s offer obligation is completed. In the assignment of this overtime work, the Company agrees to prioritize cut-out replacement. When overtime is cancelled due to inclement weather, it will be offered at a later date. The Company is committed to increasing its use of employees for pole sets in order to achieve and maintain proficiency in this area. The aforementioned language will also be applicable to the Substation O&M department when outside contractors are performing maintenance work at substations.

Section 4. No later than May 11, 2010, the Company shall cease the use of platform contractors, which are those system crews staged on or off Company property who are assigned work that is day to day customer oriented. Thereafter, the Company and the Union will work jointly to

identify an appropriate percentage of work to be performed by contractors. Any claim that the Company has failed to comply with this understanding shall be resolved in accordance with Article XVI Settlement of Disputes.

Section 5. Subject to the limits described in this section, it is understood that the Company reserves all of its rights relative to the assignment of work and the allocation of the work plan between employees and contractors.

Section 6. When the Company determines that contractors will be used, all other factors being equal, the Company will use contractors whose employees are represented by the UWUA.

ARTICLE VI - REDUCTION IN FORCES

A. Furloughs

Section 1. If, because of a reduction in forces, an employee is demoted from a class of work to which he was assigned on the date when seniority first became effective, such employee shall be assigned to the head of the list in the class to which he is demoted, but an employee promoted after said date and subsequently demoted because of a reduction in forces shall revert to that place on the list in the lower class which he held before his promotion, provided, however, that when forces are reduced in the lowest class, necessitating the furloughing of employees, the employee in such class having the shortest total period of service with the Company shall be furloughed first and so on up through the class.

Section 2. Employees assigned to any class of work in one part of the territory served by the Company, if furloughed out of their class of work because of a reduction in forces, shall be reassigned by the Company to the same class of work in the same or some other part of the territory, if there is another such class, and, if there is not another such class, then to some other class, provided such furloughed employees are qualified by fitness and ability to perform the work in the new class. When so reassigned, such employees shall have the same seniority rating in the new class which they had in the class from which they were furloughed and they shall displace juniors in the new class.

Section 3. When forces are increased in any class, furloughed employees shall be given preference over applicants not previously employed by the Company, if they are qualified by fitness and ability to perform the work in the class of service affected.

Section 4. When employees are furloughed from several classes and a vacancy occurs in a particular class, furloughed employees from the class where the vacancy occurs shall have preference.

Section 5. Furloughed employees shall notify the Company in writing on or about the first day of each calendar month that they are available for re-employment, and if offered work by the Company for which they are qualified, they must accept it in writing and report for work within seven days; and furloughed employees failing so to notify the Company of their availability for a period of six months or to accept as aforesaid, work so offered shall forfeit all seniority rating.

Section 6. Furloughed employees who are not re-employed within two years from the date on which their furlough begins shall have no seniority rights thereafter, except by mutual agreement between the Brotherhood and the Company in each individual case.

Section 7. Employees, who do not have job protection and are in a roster from which a furlough will occur, may volunteer to take a severance in accordance with the appropriate severance pay plan as described in Article IX (F, Section 14.). A canvass, by seniority of the affected roster, will be conducted to identify volunteers.

B. Wage Reduction Plan

Section 1. While the Company has no present intention of laying off any employees, it is recognized that changes in the nature of the Company's business and other reasons which may or may not be anticipated at this time, may cause a reduction in forces or a layoff.

Section 2. However, no employee in the bargaining unit hired prior to May 12, 2003, will be laid off or reduced in pay. Such employees, when affected by a reduction in forces, may displace other employees of the Company pursuant to the Seniority Provisions. If reduced to a lower rated job classification, the employee is required to bid vacancies they are qualified to perform as they may occur in the former classification or in other higher rated jobs unless the Company and the Union mutually agree there are extenuating circumstances that justify waiver of this requirement. All assignments will be made in accordance with the Seniority Provision of the contract. Any employee required to bid on a job in accordance with this paragraph who is the successful bidder, may elect to decline the job and remain on the job to which the employee has been displaced, but at the time of this election, the employee's pay shall be reduced to the rate of pay of the job to which the employee has been displaced.

Section 3. In the event that the jobs of employees hired on or after May 12, 2003, are eliminated for any reason and the employees are subject to a reduction in forces or a layoff, the Union will be consulted and every attempt made to achieve the reduction by attrition. Such employees may displace other employees of the Company pursuant to the Seniority Provision. If no jobs are available within the Company, the Union and the Company will jointly review the situation and attempt to find a solution that will mitigate the layoffs or the effects of a layoff on affected employees. If no such solution is agreed upon, layoffs will occur in accordance with the Seniority Provision of the contract.

Section 4. Laid off employees may exercise rights described in the Severance Pay Plan. If an employee elects not to accept the Severance Plan, then they will 1) be eligible for recall and, 2) afforded employment opportunities for vacancies in other wholly-owned and regulated system companies in accordance with the rules for "Courtesy Posting For Furloughed Employees."

Section 5. All new entrants to the local on or after 5/12/05 are displaceable by employees from other locals in National Grid USA companies with job security pursuant to this section.

ARTICLE VII - HOURS AND DAYS OF WORK

A. Hours and Days

Section 1. Employees may be scheduled to work five consecutive eight-hour days or four consecutive ten-hour days, with consistent start and end times, Monday through Saturday. These schedules will be offered on a voluntary basis by classification to fill the need as determined by the Company. Off-shift schedules may be offered Monday through Saturday to no more than 30% of the

rosters within the Division. Schedules will be posted in each local(s) within the Division. The Company will endeavor to equitably allocate the number of shift schedules among the local Unions within the Division. No one platform will have more than 35% of the rosters on off-shift schedules. Employees on long-term disability will not count toward the calculation of the percentage of employees for off shift coverage by roster. Inventory Management (Stores) and Fleet Management (Garage) will determine their staffing complements separately. Shifts will be scheduled within the following time bands:

1 st Shift:	6:00 a.m. to 7:00 p.m.
2 nd Shift:	12:00 p.m. to 12:00 a.m. (shift differential applies)
3 rd Shift:	9:00 p.m. to 8:00 a.m. (shift differential applies)

With the exception of Trouble Shooters, scheduled shifts for Overhead employees will occur during daylight hours.

Section 2. Metering Services may post up to 40% of the roster during the non-moratorium period and 25% of the roster during the moratorium period. Temporary Meter Service Representatives hired for collections during the non-moratorium period will be included in the roster employee count for purposes of determining off-shift schedules.

With the exception of Trouble Shooters, scheduled shifts for Overhead employees will occur during daylight hours.

Section 3. On a permanent or seasonal basis, the Company may post revised schedules within the above time bands with 45 days' notice. Schedules will be offered on a voluntary basis by classification to fill the need as determined by the Company. If there are not enough volunteers, the junior qualified individuals will be assigned. If a person assigned to an off-shift is unable by injury, illness or other limitations to work the off-shift schedule for a period of three weeks or more, then the Company shall provide the Union seven days' notice to canvass for a replacement volunteer or the junior qualified will be assigned. In such cases, both the employee being back filled for and the employee back filling count toward the 30%. Under this agreement, off-shift employees assigned as Acting Supervisor are not eligible for back fill. The Worcester local agreement on back filling of the third shift will continue as agreed. Employees in progression as a result of job postings on or after 5/12/07 will not count in the determination of the 30% schedule limit until such time as they are rated.

Section 4. The Company may create temporary schedules for special projects of at least one week but less than four weeks in duration and with 14 days advance notice. These schedules will be offered on a voluntary basis by classification. If there are not enough volunteers, the junior qualified individuals will be assigned. Special projects may include Sundays as part of the work schedule. A premium of 50% of base hourly rate will be paid for all time worked on Sunday. If less than 14 days, notice is provided, the Company will pay the first 8 hours of the first shift at time and one-half.

Section 5. Schedule changes may also be implemented on shorter notice by mutual agreement.

Section 6. Physical workers in the Overhead Lines, Underground, and Substation O&M will be paid a 20-minute lunch period, at the job site, between the end of the third hour and the beginning of the sixth hour of the shift for 12 months of the year.

Section 7. During regularly scheduled working hours, work assignments for all employees shall not be restricted by union boundaries.

B. Days of Relief

Section 1. Days of relief now established shall not be changed without good and sufficient cause. When new positions are created, days of relief shall also be established with such positions and shall not be changed thereafter without good and sufficient cause. It is agreed that just to circumvent the payment of overtime is not sufficient cause to change days of relief.

Section 2. Whenever employees are replaced in any class of work where continuous operation is necessary, the prevailing days of relief established with each assignment within such class shall not be changed without good and sufficient cause.

Section 3. In departments or groups where continuous operation is not necessary, every effort will be exerted by the Company to establish the days of relief in accordance with the desires of the employees.

Section 4. Employees will not be compelled to change their days of relief with other employees.

Section 5. If an employee is called in or assigned to switch on days of relief, he will be paid the minimum.

Section 6. If such employee is told to return later in the day to switch, he will be paid time and one-half for elapsed time.

Section 7. If, however, such employee is not required to return to switch but is free to go when he pleases after original switching without any obligation to remain available or return, there is no obligation to pay time and one-half for elapsed time in the event he is called in again to switch. In such a case, two minimums will be paid.

Section 8. The dispatcher or supervisor should make it as clear as possible whether the employee is:

- a. Required to be available and/or return later, or
- b. Free to go anywhere after the original switching with no obligation to remain available or return to do other switching.

Section 9. If such employees are available pursuant to the Off-Hour Coverage provision, the two minimums will apply as in the past.

C. Inclement Weather Policy

Section 1. During rainy and stormy weather and unusually cold weather (10 degrees F.), the Line and Underground Departments shall not be required to work outside except in cases of emergency. Employees required to perform manhole work, during unusually hot weather (90 degrees F.), may exit the manhole to hydrate as needed. During unusually hot weather (90 degrees F.) the Line and Underground Departments shall not be required to work in situations requiring rubber sleeves,

except in cases of emergencies. For other classifications affected by exposure to the elements (rain and snow but not extremes of temperature), supervisors will attempt wherever possible to rearrange work schedules or assignments to avoid unreasonable exposure to extremes of weather.

Section 1a. During rainy and stormy weather and unusually cold weather (10 degrees F.) the Substation O&M department shall not be required to work outside except in cases of emergencies, customer (internal/external) commitment. During unusually hot weather (90 degrees F.) the Substation O&M department shall not be required to work in situations requiring rubber sleeves or the wearing of ARC Flash Ensemble, except in cases of emergency, customer commitment (internal/external) or load shedding.

Section 2. In the implementation of the Inclement Weather Policy, the parties agree as follows:

- a. Fog, mist and light precipitation are not considered to be rainy or stormy weather. It is not the Company's intent to compromise its rigid safety standards, nor is it the intent of the Company to require the employees to work for prolonged periods in light precipitation where the health of the employee is jeopardized.
- b. A central temperature device (U. S. Weather Bureau standards) shall be utilized for each district headquarters and other selected locations. Employees affected shall be notified when the temperature reaches 10 degrees F. or 90 degrees F. A local shop steward or selected Union member may have access to the indicating thermometer or log. Location and type of temperature device will be determined by the Company per the U.S. Weather Bureau Standards.
- c. In all weather conditions, employees may be assigned work which is within their skills and abilities in protected locations. They will travel to and from the job site or location and load or unload vehicles. Work during hot weather (90 degrees F.) requiring the use of rubber sleeves will be done only in cases of emergencies.
- d. The following types of work will be performed outside except in rainy or stormy weather and/or the temperature reaches 10 degree F or below:
 1. Street light work
 2. Switching and grounding
 3. Cable splicing (with protective equipment if necessary)
 4. Pulling cable
 5. Limited substation maintenance on de-energized equipment and V and O inspection
 6. Motorized patrol in enclosed vehicles
 7. Trenching, installing conduits and conductors and foundations
 8. Substation construction on de-energized or isolated work
 9. Dead line work
 10. Pole sets without hand displacement of energized conductors
 11. Manhole/vault inspection and maintenance
 12. Material handling, delivering and unloading
 13. Snow removal and sanding incidental to operations
 14. Secondary work in support of customer commitments

None of the above 14 items are intended to require personnel to work on energized primaries. Number 2 is not intended to create dead line, and #1 and #14 will require a two person crew.

D. Letter Of Intent Re: Inclement Weather Policy

It is the intent of the Company in the application of Item C of the Inclement Weather policy that Overhead and Underground line crews shall not be required to drive to the job site to perform outside work when the outside temperature is below 10 degrees F unless the temperature will be above 10 degrees F at the time of arrival at the work site.

E. Procedure On Rest Periods

Section 1. Employees who are on a regular fixed shift and required to work overtime during the eight (8) hour period just prior to the employee's regularly scheduled work day will be entitled to an aggregate of eight hours rest, (inclusive of travel time and scheduled lunch period). If such rest time and travel time extend into the normal workday, no deduction in pay will be made for the hours overlapping the normal workday. This rest time may be taken at the latter part of the normal workday. However, if because of interruption to service or any other need to maintain an adequate work force, the rest time is not possible in the next normal workday compensating time off, equivalent to the rest time, will be given at a later mutually agreed upon date.

Section 2. In any twenty-four hour period, an employee who has worked continuously 16 hours or more shall be entitled to eight hours rest (inclusive of travel time and established lunch period). If such rest period should overlap employee's normal workday, he shall suffer no loss of pay for time involved. However, if because of interruption to service or any other need to maintain an adequate work force, this rest period is not possible in the next normal workday then compensating time off will be given at a later mutually agreed date for the time which overlaps the normal workday.

Section 3. Under Sections (1) and (2) above, compensating rest time accrued, in excess of (16) hours, must be taken within a specific period of time, to be determined locally, after discussion between the union and management.

Section 4. In the administration of Rest Time, if it is required that an employee, in order to take his rest time on the same day on which it is earned, be expected to report for work for two hours or less of his regularly scheduled workday, he will be excused for the remainder of that scheduled workday. This does not apply to the application of deferred compensating rest time.

Section 5. In the administration of the Emergency Storm Work Premium (Article IX) wherein it states that the Rest Period Policy does not apply, it is intended that an employee who has worked continuously for 16 consecutive hours be given at least six hours rest and be paid at straight time rate for that rest time, but if it is not given, the employee will be entitled to compensating rest time at a later time for that part of the six hours rest time which was not given.

Section 6. No Shift Workers are included unless on a conventional fixed shift. If conventional fixed schedules are implemented for second and third shifts, rest time would apply to those as well.

Section 7. DOT reset rest time will be at the normal straight time rate of pay.

ARTICLE VIII - MEAL PERIOD

Section 1. A meal period of not less than thirty minutes nor more than one hour shall be arranged for employees unless otherwise mutually agreed upon.

Section 2. The meal period shall be assigned between the end of the third hour after reporting for duty and the beginning of the sixth hour after reporting for duty.

Section 3. Where the nature of the service requires continuous operation, eight consecutive hours may be worked during which twenty minutes shall be allowed for lunch at reasonable and convenient times without interruption to service and without deduction in pay.

Section 4. When a regular meal period is established, it shall not be changed without good and sufficient cause.

Section 5. All T & D physical workers and Design Assistants and Technicians will be paid a fixed 20-minute lunch period between 12:00 noon and 12:20 p.m. at the job site for 12 months of the year.

Section 6. If an employee works hours that would occur during a meal period, they will be entitled to a paid meal period during the meal periods of 6:00 a.m. to 7:00 a.m., 12:00 p.m. to 1:00 p.m., 5:00 p.m. to 6:00 p.m. and 12:00 a.m. to 1:00 a.m. Paid meal periods will be provided every five hours thereafter for the duration of the emergency off hour work. However, employees engaged in emergency overtime work shall not work in excess of five hours unless granted a meal period without deduction in pay. If any meal period or meal periods are missed, one thirty-minute period of overtime will be added to actual hours worked.

Section 7. If, in the course of a normal workday, the employee works through the scheduled meal period, and he/she is unable to take the meal period prior to the end of the normal workday, he/she will be paid an additional one-half hour of overtime.

Section 8. For shift workers required to work extended days, the first meal period shall commence the same number of hours or fractions thereof after the end of their shift as is the case for day workers in the same department. For example, where the T&D department is on a 7:00 a.m. to 3:00 p.m. day schedule, the first meal period is two hours after the end of the shift. Therefore, Trouble Workers working on shift would be entitled to their first meal two hours after the end of their shift.

ARTICLE IX – COMPENSATION

A. Pay

Section 1. Effective on the dates indicated therein, wages shall be paid employees in each class of service in accordance with the Schedule of Wages, attached hereto and made a part hereof, showing classifications and the rated wage of each class subject to the conditions hereinafter contained.

Section 2. The following conditions shall control, limit, restrict and govern the application of said schedule:

- a. Upon the effective dates, each classification will receive the ultimate wage rate of the class except that the established increase will be applied: (1) to the Adjusted pay rate under the Disability Retrogression Pay Plan and the Wage Reduction Plan for employees hired before May 12, 2003, all other cases where the rate on the effective date is either above or below the ultimate wage rate, to the ultimate wage rate. If upon the effective dates of said schedule the rated wage of any class exceeds the present wage of any permanent employee other than a probationary employee in the class, the wage of such permanent employee in the class shall be increased to the ultimate wage rate of his class.
- b. When after the effective date of this Agreement, any permanent employee, other than a probationary employee, is promoted or transferred to any new or different position and the applicable rated wage of the class to which he is promoted or transferred exceeds the wage he is receiving when promoted or transferred, then the wage of such permanent employee shall be increased to the ultimate wage rate of the class to which he is promoted or transferred.
- c. It is intended that in no event shall the resulting wage exceed the rated wage of the applicable class established by the Schedule of Wages attached hereto and made a part hereof.
- d. Although some employees are now receiving more than the rated wage in their classes and although it is not the present intention of the Company to reduce the wages of such employees unless they are demoted or transferred to new or different positions, nothing contained in this agreement shall obligate the Company to continue to pay such employees more than the rated wage in their class, except as set forth in the Wage Reduction Plan or the Disability Retrogression Pay Plan.
- e. The application of a rate of pay shall be based on the duties performed.
- f. When employees are temporarily assigned to higher classes of work for periods of three hours or more, they shall receive the higher wages for the full day. When such employees are required to work continuous hours beyond the end of their regular shift, they shall receive the higher assigned rate for those continuous hours. If assigned for periods of less than three hours, but more than one-half hour, they shall receive the higher wages for actual time worked. Temporary assignments will be accumulated daily and weekly for periods of less than three hours and paid at the higher rate for one-half hour or over.
- g. Effective May 12, 2013, red circled employees will receive the applicable general wage increase on their actual pay rate.

B. Premiums

Section 1. Shift Differential

Employees assigned to classification requiring work on shifts shall receive, in addition to their regular rate, a premium of 7% of the employee's straight time hourly rate for the time worked on the second (evening) shift and on the third (night) shift. This applies to overtime only if the employee is filling a vacant shift; to call ins only if the employee is filling a vacant shift; it would apply to vacations; it would apply to holidays if a holiday fell on the employee's scheduled shift; and it would not apply to sick time.

Section 2. Sunday Premium

A premium of 25% of base hourly rate (for three shifts that predominantly occur on Sunday) will be paid for all time worked on Sundays and added for each hour worked if part of the employee's regular shift. This will apply to overtime only if the employee is covering a shift; to call ins only if the employee is covering a shift; it will apply to vacation; it is not applicable to holidays; and will not apply to sick time.

Section 3. Premium Wage for High Structures

A premium of \$2.00 per hour or \$16.00 per day will be paid for the day to an employee who climbs at least once to a height of 85 feet or over. This will apply to overtime, if the employee is so assigned; to call-ins, if the employee is so assigned; it will not apply to vacations; it is not applicable to holidays, and it does not apply to sick time.

Section 4. Acting Supervisor Premium

A premium of \$3.00 per hour will be paid. The determination of the individuals to take this voluntary assignment shall be by mutual agreement of the Company and the Union. This premium will apply to overtime, when assigned. This premium will apply to holidays if the upgrade would have occurred but it will not apply to sick time. On a voluntary basis, rated employees with proper training may be assigned to direct outside crews during a major restoration period. The individuals so assigned will be done so by mutual agreement and will be paid the Acting Supervisor premium. This premium will apply to overtime, to holidays if the upgrade would have occurred, but it will not apply to sick time.

Section 5. Training Premium

A premium of \$3.00 per hour will be paid to Crew Leaders who are responsible for the direction of training crews. In addition, the 1/C worker will receive an upgrade to Crew Leader when so assigned. A training crew is defined as three or more OHL apprentices or 3/C lineworkers. The determination of the individuals to take this assignment shall be by mutual agreement of the Company and the Union. This premium will apply to overtime, to holidays if the upgrade would have occurred, but it will not apply to sick time.

Section 6. Second Day Of Relief Premium

- a An employee who works on his second day of relief will receive one-half the base hourly rate added for each time and one-half overtime hour worked, providing the employee has also worked on the preceding first day of relief. This applies to Overtime; this applies to call-ins; it is not applicable to vacations; it is not applicable to holidays; and it is not applicable to sick time.

- b. If the second day of relief occurs on a holiday, the holiday premium only will be paid and these premiums will not be pyramided.
- c. For Monday to Friday workers, for the purposes of this premium payment, the first day of relief is Saturday and the second day of relief is the next succeeding Sunday.
- d. For shift workers, or those on any other schedule, the first day of relief and the second day of relief will be as allocated according to the payroll work week.
- e. This second day of relief is based on a five-day workweek fulfilling the weekly work requirement with two other days being considered days of relief. Therefore, any work week not filling this basic requirement will have to be considered specially.
- f. This second day of relief premium applies to all consecutive days of relief worked beyond one.

Section 7. Emergency Storm Work Premium (Reference Attachment B page 61)

- a. It is sometimes necessary to assign employees of the Overhead Lines Departments outside their district because of severe storms causing extensive interruptions to service.
- b. When these employees are so assigned to work outside their district for a period of more than 24 hours, including travel time, the method of payment will be as follows:
 - 1. The outside physical workers so assigned will be paid for working time at the rate of one and one-half times their regular straight time rate and for rest time at their regular straight time rate.
 - 2. The Rest Period Policy will not apply during this emergency work when employees are being paid under the above paragraph, but every effort will be made to give employees adequate rest time. It is intended that an employee who has worked continuously for sixteen hours be given at least six hours rest and be paid for this rest time at his regular straight time rate, but if it is not given, the employee will be entitled to compensating rest time at a later time for that portion of the six hours rest time which was not given.
 - 3. If a holiday occurs during this assignment, working time shall be paid for at the rate of two and one-half times their regular straight time rate and rest time at the regular straight time rate.
 - 4. When the assignment is completed and the employees have returned to their own district, the normal method of payment and rest time procedures will be in effect.
 - 5. The outside physical employees in the working area of the district to which outside System employees have been assigned will be paid according to the same premium method as the assigned crews, and the rest period application

will be the same, beginning at the time the first outside crew is assigned to the district and continuing until the assignment is complete and the crews have been released, at which time the normal method of payment and rest period application will be in effect.

6. A Construction Services crew working previous to and at the time of the emergency on non-emergency duties within a district will not be considered to be an outside crew for the determination of the paragraph (5) above.

Section 8. Emergency Storm Work Premium - Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments (Reference Attachment B, page 61)

- a. It is sometime necessary for employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments to work extended hours because of severe storms causing extensive interruptions to service.
- b. When employees in the Overhead Lines Department work outside of their district due to such conditions and they qualify for the payment of the "Emergency Storm Work Premium", which is provided for in this agreement, the Company's method of payment to employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service departments working in the district receiving outside crews will be as follows when they work the extended hours set forth below:
 1. Employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service departments, who are assigned to work twelve (12) consecutive hours or more during such times will be paid for their working time at the rate of one and one-half times their regular straight time rate.
 2. Such employees will not receive any pay for rest time during such times, and they shall only be entitled to receive the pay set forth in the paragraph above when the Overhead Lines Department employees working outside their district are entitled to receive emergency storm work premiums.
 3. The Rest Period Policy will not apply during this emergency work when employees are being paid under the first paragraph, but every effort will be made to give employees adequate rest time. It is intended that an employee who has worked continuously for sixteen hours be given at least six hours rest. If it is not given, the employee will be entitled to compensating rest time at a later time for that portion of the six hours rest time which was not given.
 4. Work schedules will be changed when necessary to meet the service restoration requirements. The Company does not intend to change shifts to avoid paying regularly accruing premiums on days of relief or holidays.
 5. Employees in the above named departments when assigned as outside physical workers will be paid under the provisions of the Emergency Storm Work Premium - Overhead Lines (Section 6b, paragraph 5).

Section 9. Emergency Out of Town Assignments

It is imperative that the Company has the ability to respond to all regions with additional help in an expeditious and safe manner during emergencies. In order to accomplish this, the Company proposes:

- a. Overhead, Underground, O&M and Fleet Workers will have a bag packed at their work location with appropriate clothing, toiletries, etc, so as to be able to go out of town on emergencies for at least four days. The Company will provide a one time stipend of \$40.00 to those groups of workers. Employees without a packed bag will not be eligible to go out of town.
- b. Out-of town assignments will be limited to fully rated Line Workers, Splicers, and O&M workers. The assignment of lower-rated workers will be made only after all available, fully-rated workers are engaged.
- c. Only workers with valid and updated CDL licenses, including updated DOT medical certificates, are eligible for out-of-town assignments.
- d. Workers attending or training at any National Grid Training facilities will not be eligible for out-of-town assignments unless determined by the Company.
- e. For advance notice of out of town assignments, employees called six hours or more in advance of the start time will not receive compensation from the time of the call. Employees called with less than six hours prior to the start time will be paid from the time of the call and acceptance of work.
- f. Twenty-four hour DOT reset time will be at straight time.

Section 10. Off-Hour Coverage

- a. Employees required to stand by for possible call-in will be paid \$70 per day, Monday through Friday and \$85 on weekends and holidays, when so assigned on a daily basis. This premium is not applicable to sick time or vacation time. In the case where the notice is less than 24 hours from the start of the coverage period, the daily stipend will be increased to \$125 per day for all days in the coverage period.
- b. Section 2. In the case of a holiday or holiday weekend, where the Company requires employees to be placed on stand-by, it will notify the local union at least 30 days in advance of the number needed and the local union will supply the names at least 48 hours prior to the start of the coverage period. If the Company does not notify the local union within 30 days of holiday coverage, the normal call out procedures will be followed. If the Union cannot fulfill the Company's request, the junior qualified individuals will be required to fill the request. The on-call responders will be given a pager and must respond within 10 minutes of the page. Holidays covered by this section are the named holidays (excluding floating holidays) those listed in Article X of the contract.

- c. Employees assigned to off-hour coverage on a holiday will be entitled to an additional holiday with pay.
- d. Work assignments for employees called in while receiving stand-by pay will be limited to the District boundaries.
- e. In Telecommunications an on-call stipend of \$250 per week will be paid to technicians who are assigned to weekly on-call.
- f. Employees who are assigned to off-hour coverage on a holiday will be entitled to an additional holiday with pay.

C. Overtime

Section 1. Employees subject to this agreement shall receive time and one-half for all work that does not occur within their regularly scheduled work day or work week; employees normally scheduled to work more or less than eight hours within a day shall be paid overtime at the rate of one and one-half times their regular rate for all work that does not occur within such scheduled hours, provided that no employee shall be paid both daily and weekly overtime on account of the same hours of overtime worked. "Regular rate" for the purposes of this Section shall mean the regular weekly wage of such employee divided by forty.

Section 2. Employees who work on their regularly scheduled days of relief shall be paid overtime at the rate of one and one-half times their regular rate.

Section 3. In the event any employee who is asked to work overtime is unable to work, the available necessary junior qualified employees in the class will be required to work the overtime.

Section 4. Overtime shall be computed on the actual minute basis for all service performed in excess of the regularly scheduled hours of duty.

Section 5. All overtime hours worked on Sunday will be compensated at the rate of double time.

Section 6. Response to Overtime

- a. Because of the nature of our business, and our need to provide 24-hour a day service to our customers, it is necessary that employees work a reasonable amount of overtime - planned and unplanned.
- b. Troubleshooters or the shift workers on duty shall be the primary response to emergencies. If additional employees are required then those on stand-by pay shall be used. If additional employees are necessary, the call list process described below shall be utilized.
- c. Employees shall furnish an acceptable means of off-hour contact by telephone.
- d. Utilizing a rotating call list procedure:
 - 1. If the local union Response to Overtime response rate is equal to or greater than the response rate below, then the entire local call list in the district will be called

first, followed by the call list for the secondary platform applicable to the town involved as designated by the Company.

2. If the local union Response to Overtime response rate is less than the response rate below, then the local platform call list will be called first (but not the entire local), followed by available employees already responding to other emergencies in other local union areas, followed by the call list for the secondary platform applicable to the town involved as designated by the Company. Shift workers responding to emergencies may only work incidental overtime outside their local.
 3. The response rate standard for the Overhead Lines, Underground and Substation O&M departments is 30%.
 4. The lack of response records of employees will be reviewed on a periodic basis. Consideration will be given to the number of instances, the reasons for lack of response and the average response record of the employees in the department. If, as a result of this review, management considers that an employee's lack of response record is excessive, the employee will be reminded of his or her obligation to share in necessary overtime in an informal meeting with his supervisor. A continuing unsatisfactory response record will result in a formal meeting with the employee (with Union representation), and the employee will receive a written warning. A continued unsatisfactory response record may result in more severe disciplinary action.
 5. For this purpose, the measure is calculated as the percent of calls made which result in a report to work. Employees who have worked 400 hours or more overtime in the preceding twelve months will be deemed to have met the standard regardless of acceptance rate to call outs and will not be subject to intervention consequences. Overtime hours resulting from an out of town storm restoration assignment to a non-National Grid affiliated company will not be counted towards the 400 hours. This standard is to be measured on a going-forward basis only in 6 month increments ending each calendar quarter following an adequate notice period to all affected employees. Employees who do not respond to a call will be charged with an instance for lack of response (exception - employees who are out on authorized absences). Employees shall not be charged with more than one instance in a twenty-four hour period or on consecutive days of relief. Employees unable to respond due to DOT regulation requirements and employees out on authorized absences will not be charged with non-response if called. The Company and the Union will form a joint committee to review response criteria and reporting by July 1, 2003.
- e. In the event the Company cannot get required resources from the procedure described above, supervisors and contractors may be used.

Section 7. Minimum Payment For Certain Overtime

- a. Employees subject to this agreement shall be paid a minimum of three hours pay at time and one-half, or overtime pay for actual hours worked, whichever is greater, for each time called out during unscheduled hours.
- b. This minimum shall not apply in any case where employees are assigned to work continuous overtime from the end of their regular workday or assigned to work one-half hour or less immediately prior to the beginning of their regular workday. Overtime rate for actual time worked shall be paid for this continuous time. If such overtime is scheduled on a regular workday, the minimum will apply unless the employee is notified of cancellation prior to the end of such regular workday.
- c. The minimum will also not apply to work one hour or less immediately prior to the beginning of their regular workday provided that the employee was told of such early start no later than the end of the prior scheduled workday.
- d. If such employee is scheduled in advance for overtime work on a day of relief, he will be paid the minimum if the overtime work is canceled unless he is notified of the cancellation prior to the close of the preceding regularly scheduled workday. If no such notice is given, the employee will report for work as scheduled, unless otherwise notified.
- e. When an employee is called out during unscheduled hours, he will be credited with the time reasonably required beginning at the time the call is made to travel from his home to the station or job and back to his home.

D. Clothing

Section 1. It is agreed to replace articles of clothing damaged in unusual or extraordinary jobs.

Section 2. Employees in the Overhead, Underground, Substation O&M, Metering Services (Roster A) and Meter Worker C departments will be provided initial fire retardant clothing allowances of \$915 and annual allowances of \$340. The allowances will be available at the beginning of each fiscal year (April), with the next allowance to be made on April 1, 2004. Any employee with an allocation balance equal to or greater than three times the annual allocation will not receive an allowance for that year. Contractual allowances will be indexed to the average price increase, if any, during the term of the contract.

Section 3. The Company agrees to increase the annual cleaning allowances as follows:

Overhead and O&M	\$ 125.00
Underground	\$ 225.00

Section 4. Effective May 12 2013, an annual allowance (paid in one installment) for protective footwear of \$200 will be provided for employees in the following departments: Overhead, Underground, Substation O&M, Stores, Facilities, Fleet, Metering Services (Rosters A&B), Central

Meter Test, Distribution Design, T&D Inspectors, Work Readiness Technicians, and Telecommunications. All protective footwear will comply with ANSI Z41 having an impact rating of 75, compression rating of 75, and electrical hazard rate (ANSI Z41 part 91 I/75 C/75 EH).

Section 5. Meter Readers will receive an annual clothing allowance of \$200 and an initial startup allowance of \$500 for new Meter Readers. All Meter Readers are required to wear the Company-supplied uniform. Uniforms may not be worn outside of work assignments and must be returned to the Company upon leaving the department. Employees are responsible for wearing and maintaining their uniforms in a clean and orderly fashion. Any uniform grandfathering in the Metering Services department is terminated.

Section 6. On or before August 1, 2013, the Company will establish clothing accounts in the amount of \$200.00 and then on April 1 of each year an annual clothing allowance of \$200 will be provided for Facilities (non-clerical) personnel. All Facilities personnel are required to wear the Company-supplied uniform. Uniforms may not be worn outside of work assignments and must be returned to the Company upon leaving the department. Employees are responsible for wearing and maintaining their uniforms in a clean and orderly fashion.

E. Miscellaneous

Section 1. The personal mileage reimbursement rate is the per mile rate established annually by the IRS.

Section 2. It is agreed to furnish adequate tools to perform all work for maintenance groups.

Section 3. The Company will reimburse employees for 100% of the premium cost of licenses required by employees as a condition of employment in their classifications.

Section 4. For employees requiring a Class A or B Commercial Drivers' License, the Company will pay the difference between Class C and A or B.

Section 5. The handling and paying for work on 115kV oil-filled cable joints in Narragansett will be continued.

Section 6. Mandatory Direct Deposit: Effective July 1, 2014, all employees will be paid electronically and their pay will be direct deposited.

F. Benefits

Employees subject to the provisions of this agreement shall be eligible for and entitled to the benefits plans listed below as set forth in "*Your Employee Benefits*" and "*Your Benefits At Retirement*" as modified by the Memorandum of Agreement dated May 12, 2013, all of which are incorporated into this agreement. During the term of the Agreement, the Company will maintain the type of benefits listed under existing terms, but only to the extent such existing terms specifically relate to represented employees' benefit formulas, contribution amounts or schedules, prescribed health and welfare benefit levels, and/or type of health care delivery options for example, PPO and POS). Otherwise, the Company maintains sole discretion to manage and administer all benefits, including, but not limited to, matters such as the delivery of benefits, the selection of insurers (except for POS plans), trustees or

administrators, funding, investment management and the process and procedures for benefit processing.

Section 1. Final Average Pay Pension Plan II

The Company pays the full cost of this plan.

Section 2. Defined Contribution Pension Plan

All employees hired on or after May 12, 2013 will be enrolled in a Defined Contribution Pension Plan fully described in the Memorandum of Understanding dated May 11, 2013. Full Plan details are shown within the Memorandum of Understanding. Core Contributions to the Plan, paid for by National Grid, are shown in the Formula:

Core Contribution Formula Based on Age and Years of Service

Core Contribution Plan Schedule	
Employee's Age + Years of Service (Total Points)	Percentage of Eligible Pay
0 – 34	3 %
35 – 44	4 %
45 – 54	5 %
55 – 64	6 %
65 – 74	7 %
75 – 84	8 %
85+	9 %

After 30 years of service, Core Contribution is set at 4.5% of eligible pay

Section 3. Incentive Thrift Plan

a. Company Match

100% of the first 2% of base pay
50% of up to the next 4% of base pay

b. Effective January 1, 2004, the hardship suspension period is reduced from one year to six months, an after-tax savings feature will be added to the plan, and a year end match true-up will be implemented. Effective as soon as practical, the Company match will follow the employee's contribution, and all restrictions on current balances of National Grid ADR's will be eliminated. Effective September 1, 2007, employees can elect to make their contribution on either base or all pay.

Section 4. Active Employee Health Care

a. Effective January 1, 2014, the Company contribution percentages for health insurance are:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%

The Health New England (HNE) POS Plan will be eliminated.

The Medical Opt Out will be eliminated.

- b. Effective January 1, 2015, a High-Deductible Plan (HDHP), with a Company contribution of 90%, will be made available and an employee funded Health Spending Account (HSA) will be created by the Company.

The Company will be implementing Pharmacy Management Programs for prescription drugs.

- c. The Company will maintain not less than the level of hospitalization and medical coverage as provided under Blue Cross/Blue Shield listed above at the date of this agreement.
- d. If in the future, benefits are provided by a different carrier, coverage will not be less than that in effect on the effective date of this agreement.
- e. In the event of a work stoppage, health care benefits will be available for purchase on the existing group rate schedule.
- f. In structuring the applicable prices for the options above, the risk pool will be consolidated with all plans, all employees, at all locations. Prices will be set to offset the effect of adverse selection, and prices for each of the options will be the same for employees across the Company. . The PPO rate projection will be generated in aggregate with the PPO and POS claims in the same way as has been done in the past.
- g. The Company agrees to solicit a bid for stop loss protection for the National Grid members. When the lowest available price is established, it will be included in the rates prior to the application for the 80/20 cost sharing. All incurred individual claims above \$250,000 (two hundred fifty thousand dollars) in a 12-month renewal time frame will be removed from both the renewal calculations in setting the rates and the true up calculations effective January 1, 2008.
- h. Prices for the health care choices will be set on a current cost basis with a true-up process to take place after the completion of each calendar plan year which will refund or surcharge to employees a portion of the excess cost or savings realized under the program.
- i. In advance of the open health plan enrollment, National Grid agrees to solicit bids for medical and prescription drug coverage on behalf of all UWUA employees at National Grid. Any change in benefits, vendors or providers shall be by mutual agreement.

Section 5. Dental

- a. Dental benefits will be available to all employees regardless of the health plan they are enrolled in on a voluntary basis. Effective January 1, 2014, the Company contribution for dental is as follows:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%

- b. Effective January 1, 2008, the annual maximum benefit is increased to \$2,000.
- c. Dental coverage terminates at retirement.

Section 6. Disability Insurance

- a. The Company contribution to the premium shall be as follows:

5/12/03	\$49.65
7/01/03	\$73.97

- b. Any additional cost to be borne by the employee. Any amount by which the Company contribution exceeds the insurance premium will be refunded in payroll to employees who are receiving gross wages.
- c. Effective with disabilities commencing on or after 1/1/00, the maximum benefits that an employee will receive is 60% of base pay per month.
- d. The Company agreed that if a disabled employee was denied benefits by the insurer after the first twenty-four months of disability, and the Company could not provide employment for the individual, and the individual had acquired the total of age and years of service totaling 60 at the time the employee began receiving Long Term Disability payments, the employee will be eligible for an early medical retirement under the conditions outlined in the Memorandum of Understanding of Items Agreed to During Negotiations of New Labor Agreement March 12, 1984.

Section 7. Basic Group Life Insurance

The Company pays the full cost of this plan.

Section 8. Optional Group Life Insurance

The employee pays the full cost of this plan.

Section 9. Retiree Health and Life Insurance

- a. Effective August 1, 2003, upon retirement:
 - 1. The retiree life insurance benefit is reduced immediately to \$12,500. Employees hired after May 12, 2007, are not eligible for post-retirement life insurance.
 - 2. The Company contribution to post-age 65 coverage is modified as per Item #6 to the May 12, 2007 Memorandum of Agreement.
- b. Those employees eligible for the VERO, as outlined in Attachment I. to the May 12, 2003 Memorandum of Agreement, will retain the current benefit design at any retirement date.

Section 10. Broken Service

- a. The following rules regarding the reinstatement of prior service for crediting to sick pay, vacation time and service awards shall be in effect:
 1. If the prior period of regular full-time service was five years or more, then that service is now automatically and immediately recognized. Only years and months of actual full-time service should be counted.
 2. If the prior period of regular full-time service was less than five years, and the break in service was less than five years, then the prior service is recognized after one year of future service. Only years and months of actual full-time service should be counted.
 3. In all other cases, no credit for prior service shall be given.
- b. Rules for the crediting of service after a break in service under the pension plan are contained in Section 4.07 Reemployment in the Final Average Pay Plan II.
- c. Effective 5/12/99, employees must make specific claim for this adjustment and must supply as much information as possible to the Company.

Section 11. Educational Reimbursement

- a. It is the present policy of the Company to reimburse regular full-time employees with more than one year of continuous service, for 90 per cent of the net cost of both tuition and required textbooks for courses which are reasonably related to their present or prospective future work with the Company. Courses taken to satisfy established degree requirements as a qualification for bargaining unit positions will be reimbursed at 100%. Course approval in each case will be determined by the Company on the basis that both the employee and the Company will benefit from the additional schooling. The courses must be taken outside of working hours and must not interfere with regular work.
 1. Procedure for Application

The employee must complete an application form (800-25.20) available from the Employee Relations Department and submit it to his supervisor so that it may be approved prior to the starting date of the course.
 2. Procedure for Reimbursement
 - a. The employee should resubmit the approved application, upon completion of the course within the normal time specified, with passing grades as determined by the school. A certificate or other formal report from the school that the course has been successfully completed together with a final statement of costs for tuition and textbooks must accompany the application.

- b. The Company will reimburse regular full-time employees, with more than one year of continuous service, for 90 per cent of the net cost of tuition, required textbooks and fees for courses which are reasonably related to their present or perspective future work with the Company. Such reimbursements will be paid at the beginning of the school semester. Appropriate documentation will be required to demonstrate the actual cost of tuition, books, and fees. The employee will be required to provide documentation of successful completion of the course. In the event that the course is not successfully completed, the Company will recover the previously reimbursed amounts for that course.

NOTE: The employee must still be employed by the Company when reimbursement is requested. The Company will make payments only to the employee. Such payments are considered as wages by the Internal Revenue Department and are subject to withholding taxes for Income and Social Security purposes.

Section 12. National Grid Scholarship Program

The National Grid Scholarship Program is available to all employees. Future program continuation, termination, or changes is at the full discretion of the Company.

Section 13. Dependent Care Assistance Plan

Benefits are as described in “*Your Benefits Program.*”

Section 14. Workers' Compensation Benefits

- a. The Company will pay the entire cost for benefits payable under State or Federal Workers' Compensation laws for disability caused by occupational injury or disease whether such benefit payments are made entirely by an insurance company or in part by State and Federal Authorities.
- b. Workers' Compensation checks are made payable directly to the employee by the insurance carrier.
- c. When an employee is involved in a dispute between two insurance companies as a result of a change in the workers' compensation carrier, the Company, on the request of the employee, or the Union, will evaluate each individual case and provide necessary assistance when the Company feels it is appropriate.

Section 15. Severance Pay Plan

Except as provided below, the Company will pay severance benefits to eligible employees as follows:

- a. Basic Severance
 1. Regular employees who have completed three (3) years or more of continuous service and who are permanently released from employment because of

reasons beyond the control of the employee concerned shall be given an allowance of one (1) week's base pay at the rate of pay at the time of release for each full year of continuous service.

2. An employee shall not be required to accept severance pay. He shall have an option, effective up to two years following the date he receives from the Company, notice of termination, to accept or not to accept severance pay. In case he elects not to accept severance pay, he shall not lose his reemployment rights, but shall retain all reemployment or other privileges which the contract between the Company and the Union or which the practice of the Company provides.

b. Enhanced Severance

If the employee signs the required Agreement and Release, benefits will be as follows:

1. Regular employees who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of two week's base pay at the rate of pay at the time of release for each full year of service (pension service basis).
2. Up to one year Company contribution towards COBRA health coverage.
3. \$4,000 gross for retraining or education reimbursement during first year following severance.
4. Election period of 90 days.

- c. Severance benefits shall be in addition to any earned vacation benefits for which the separated employee is eligible.

- d. Severance pay benefits shall not apply to employees:

1. Discharged for just cause
2. Retiring from the Company (including early medical retirement).
3. Leaving on leave of absence.
4. In the event of death.

Section 15. Moving Expenses

The Company will pay reasonable moving expenses if they are necessary, and the move is required by the Company.

Section 16. Create Perfect Attendance Program

Permanent employees, following one (1) full year of continuous employment will be entitled to a reward for each Calendar Year during which there are no absences except those due to jury duty, vacations, bereavement and union leaves of absence.

First year of perfect attendance, one (1) additional floating holiday and one hundred fifty dollars (\$150) will be awarded.

Second consecutive year of perfect attendance, one (1) additional floating holiday and two hundred twenty-five dollars (\$225) will be awarded.

Third consecutive year or more of perfect attendance, one (1) additional floating holiday and three hundred seventy-five dollars (\$375) will be awarded.

Awards are paid out the following year. Floating holidays are to be scheduled the same as the current vacation policy.

ARTICLE X - HOLIDAYS

Section 1. Employees subject to the provisions of this agreement shall receive normal straight time hourly compensation for each of the following legal holidays:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Victory Day, Labor Day, Veteran's Day, Thanksgiving Day, the last scheduled work day before Christmas, Christmas Day, plus two floating holidays. (One of the two floating holidays is the employee's birthday holiday). (Reference Attachment E page 64 regarding floating holidays and Columbus Day holiday)

Section 2. In the event the Rhode Island legislature decides to eliminate V.J. Day as a state holiday, a mutually agreed upon holiday will be added replacing V.J. Day.

Section 3. If employees work on such holidays in their normal schedule, they shall receive in addition to the holidays listed above, one and one-half times their straight time hourly rate for all hours worked in that schedule.

Section 4. If employees are assigned on such holidays to work hours outside their normal schedule (normal schedule on days of relief being hours worked in last regularly scheduled day) they shall receive two and one-half times their straight time hourly rate for all hours worked in addition to the holidays listed above.

Section 5. If an employee is not paid for the week in which a holiday occurs, he shall not receive holiday compensation with the exception of an employee still on the active payroll but absent due to sickness or injury.

Section 6. If on a holiday which falls on a regularly scheduled day an employee is absent during a sick pay period, his pay for the day will be charged as holiday pay.

Section 7. If an employee is absent but receiving vacation pay or authorized funeral leave and the holiday occurs on his normal workday, the employee shall receive either an additional day off with hours to be designated by the Company or normal straight time hourly compensation for one day.

Section 8. If an employee is on a "no work-no pay status", he shall receive holiday compensation only if he works the scheduled workday prior to and subsequent to the holiday, unless the Company and the Brotherhood are satisfied by convincing evidence that such absence was justifiable.

Section 9. An employee who would have received a shift premium if he had not been forced to take the holiday off because his operation is shut down for the holiday (e.g., the Providence Garage will be paid the shift premium along with his holiday pay which would have been earned if worked).

Section 10. In lieu of the "Birthday Holiday" the employee may receive, if he requests, a day off at a time mutually agreeable.

Section 11. An employee who is retiring prior to this Birthday Holiday will have that day added to the vacation allowance to which he is entitled on going into retirement.

Section 12. Under normal conditions, an employee will receive one day's pay as a result of a holiday falling on his day of relief. If the employee desires to have compensating hours off in lieu of pay for the holiday, his supervisor will endeavor to arrange for a day off that is mutually agreeable and is consistent with the employee's wishes and the workload.

ARTICLE XI - VACATIONS

Section 1. Employees continuously employed prior to January 1 for less than one year, but more than six full months, will be entitled to a vacation with straight time pay of two normal working days for each full month of employment in excess of six months prior to January 1.

Section 2. Employees, on January 1 following one year of continuous service will be entitled to two weeks' vacation with straight time pay.

Section 3. Employees, on January 1 of the year in which they complete of five full years of continuous service, will be entitled to three weeks' vacation with pay in that year.

Section 4. For each full year of service beyond ten years, employees will be entitled to one additional day of vacation for each full year of service completed between years 11 and 14.

Section 5. Employees, on January 1 of the year in which they complete fifteen full years of continuous service, will be entitled to four weeks' vacation with pay in that year.

Section 6. Employees, on January 1 of the year in which they complete twenty full years of continuous service, will be entitled to five weeks' vacation with pay in that year.

Section 7. Effective January 1, 2008, employees will have the option to buy up to five additional days of vacation for the year subject to the applicable program rules and IRS limits.

Section 8. Vacations will be granted according to schedules approved by the Company and insofar as possible, seniority will govern. One of the three weeks, two of the four weeks and three of the five weeks of vacation for those employees who are eligible may be scheduled by the Company at any time during the calendar year which is mutually agreeable.

Section 9. Employees on long-term disability will not count toward the calculation of the percentage of employees on vacation allowance by roster.

Section 10. Rate of Vacation Pay

An employee will be paid during vacation the normal wages or salary that he would have received if he had worked including premiums regularly accruing except that:

If within three months prior to January 1 in any year, the rate of pay of an employee is reduced, then the rate of vacation pay for the number of days vacation allowed will be based on the average of the normal weekly wages or salary of the employee for the fifty-two weeks prior to January 1 of the year in question, or for the period of employment for employees working less than a year prior to January 1 of the year in question.

Section 11. Employees who work a cumulative total of twelve weeks or more in higher rated classifications during the preceding calendar year will be paid vacation pay at such rates or at the rate of their current classification, whichever is greater.

Section 12. An employee may select his entire vacation consecutively providing the selection beyond the normal two weeks does not cause a hardship to other employees or cost the Company abnormal overtime payments.

Section 13. It is agreed that where it has been the practice to allow employees to take their vacations less than a week at a time, such practice will be continued, provided that the granting of such vacation shall be subject to the Company's right to approve vacation requests.

Section 14. In the event employees are unable to take their earned vacation prior to December 31 of any year because of sickness or injury, such vacation will be scheduled at a time set by the Company in the following year. At the request of the Union and subject to the possibility of operating conditions which make the granting of such requests inadvisable, an employee may reserve all or part of a vacation but not less than one week in one year to be taken in the following year. The rate of pay for such vacation will be that of the originally scheduled period.

Section 15. It is agreed that if a death in the immediate family occurs during a vacation, the days falling within the Funeral Leave procedure will not be charged to vacation time.

Section 16. In the event of an emergency, when an employee has been called in to work from his vacation, that is, he has completed his last scheduled day of work before vacation and has actually begun his vacation, this policy is as follows:

- a. If such an employee desires to reschedule the days of vacation interrupted by the emergency, he should be paid straight time for work during normal scheduled hours and time and one-half for work outside the scheduled hours.
- b. If such employee desires not to reschedule these days of vacation interrupted by the emergency, these days worked will be considered to be similar to a holiday and all hours worked on these interrupted vacation days will be paid for at two and one-half times the straight time rate.

Section 17. In order to encourage and reward response to call-outs, employees in Overhead Lines, Underground and Substation O&M departments meeting certain overtime hours worked and response to call-out percentages will receive additional vacation pay as described below:

- a. For each 12 month period ending on September 30 of each year, the number of hours of overtime worked and the response rate to call-outs will be determined for each employee. In the following calendar year, additional vacation pay in the form of hours at time and one-half per vacation week shall be paid as shown in the table below.

Call-out Response Rate	Hours Added to Weekly Vacation Pay			
	30 %	3	5	6
25 %	2	4	5	6
	100 - 199	200 – 399	400 – 599	600 +
	Hours of overtime Worked in a Year			

- b. Additional work is needed to determine how this increment would be calculated for vacation taken in less than full weeks, but it would be applied pro-rata.

Section 18. Payment of Vacation Pay to Employees Who Leave Employment

- a. Employees who leave the employ of the Company prior to completion of twelve months of continuous service will not be paid for unused vacation days.
- b. Employees who leave the employ of the Company after at least one full year of continuous employment, will be granted pay for their unused vacation for the year (at straight time) and, in addition, vacation pay (at straight time) at the rate for each full month employed after January 1st (and not to exceed the maximum) as follows:

<u>Years of Employment in the vacation year</u>	<u>Days Pay For Each Mo. After Jan 1</u>	<u>Maximum Working Weeks</u>
1-4	1	2
5-14	1 ½	3
15-19	2	4
20 or more	2 ½	5

- c. In the event an employee has been off the payroll for two months or less in any calendar year, on the following January 1, the full vacation entitlement applicable the number of completed years of service in that calendar year will be posted.

ARTICLE XII - SICK PAY, DISABILITY AND MEDICAL LEAVE OF ABSENCE

A. Sick Pay

Section 1. Occupational & Non-Occupational Disability Benefits

- a. For a temporary non-occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shows in the Schedule of Wages applicable to the position held at the commencement of the absence will be paid for not longer than 40 hours, or the equivalent of one week’s scheduled

work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.

- b. For a temporary occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shown in the Schedule of Wages applicable to the position held at the commencement of the absence will be paid for not longer than 80 hours, or the equivalent of two week's scheduled work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.
- c. In the case of an employee who has performed substantial amounts of work under more than one approved wage or salary rate prior to his disability, consideration will be given to the amount of work performed in each such class in establishing the rate to be paid during the disability.
- d. Limit on amount of benefits - the determination of the number of hours during which salary or wages will be paid for such temporary disability shall be computed at the beginning of each week as follows:
 1. From the total number of hours of pay to which the employee is entitled, based on his completed years of service to that date, deduct the total number of hours, of disability for which the employee received wages or salary during the preceding 52 consecutive weeks.
 2. The foregoing limit shall be applied separately to:
 - a. Disabilities caused by sickness or non-occupational accident, and
 - b. Disabilities of an occupational nature.
 3. Both shall not be combined for the purpose of determining the number of hours during which salary or wages may be paid; i.e., an employee with ten years of service is entitled to a maximum of 400 hours of sick pay as well as 800 hours of pay less Workers' Compensation Benefits.
- e. The Federal Family and Medical Leave Act (FMLA) requirements are accepted by the parties. As such, all sickness absences beyond 3 consecutive scheduled workdays shall be deemed to be FMLA and subject to all applicable documentation and certification requirements. Failure to obtain the required certification will result in the absence being classified as non-FMLA.
- f. No sick pay benefits will be paid beyond 3 consecutive scheduled workdays for periods of disability during which the employee is not under treatment by a recognized physician or practitioner. No wage or salary payments will be made by the Company to any employee for disability resulting from the neglect or refusal of such employee to observe the Company's established safety rules or regulations if such employee has previously been warned.

- g. The Management may, in its discretion, withhold payment of wages or salary during periods of disability from employees who engage in work other than for the Company or its affiliates.
- h. With the exception of absences deemed to be covered by FMLA, nothing herein contained will be construed to prevent the Company from placing employees on a pay-as-you-work basis if an employee's absenteeism record justifies such action.
- i. Sick pay allowance is payable directly by the Company to the employee unless otherwise directed.
- j. For employees who have exhausted the sick pay benefits described above and are not on "Pay-For-Time-Worked," the seven day waiting period under the Short Term Disability plan is waived.

Section 2. Coordination of Benefits

- a. Company sick pay is fully offset by any and all statutory disability benefits. By mutual agreement, the Company may waive recovery of such benefits. In those locals where the Company is recovering Rhode Island TDI benefits, the Company agrees to reimburse employees for the cost of the Rhode Island TDI tax by a single payment in each January for the prior calendar year.
- b. Wages or salary will not be payable whenever the disability of the employee is the result of an occupational or non-occupational accident which permits the employee to recover damages from a third party. Pending the outcome of settlement of his claim, subject to the limitations set forth in paragraph d. (Article XII , A., Section 1.), under Occupational & Non-Occupational Disability Benefits, appropriate wages or salary will be paid on condition that the employee agrees in writing on the form provided for this purpose to reimburse the Company to the extent provided for in such form.
- c. In the event an employee is to be paid any wages or salary for a period of disability arising from an industrial accident for which he subsequently receives Workers' Compensation weekly payments, he shall be required to agree in writing that if the wage or salary together with the Workers' Compensation payments aggregate (for the period of disability for which both payments are made to him) more than his normal weekly wage or salary, he shall reimburse the Company for the excess.
- d. The Company agrees to provide employees who have received both sick pay and Workers' Compensation benefits, 1.) Notice of such duplication within 45 days from the date of the first Workers' Compensation benefit, 2.) full payroll records reconciling the amounts of such overpayment and 3.) the opportunity to make reasonable repayment arrangements for repayment which in no case will require repayment over a shorter time than the period of time during which the duplication occurred. Failure to provide notice under #1, above, is a waiver by the Company of its right to recover such benefit.

The Company will collect the individual TDI compensation received by the employee in the same manner referenced above in d.

- e. If an employee injured in an occupational accident makes a lump sum settlement with the insurance company in lieu of his receiving weekly Workers' Compensation Benefits, the benefits to which he may be entitled from the Company shall be computed for the period of his disability as though he were receiving weekly compensation benefits.
- f. In any case of a disability resulting from aggravation or relapse of a previous disability for which the employee has made a lump sum compensation insurance settlement and as the result thereof is ineligible for further Workers' Compensation Benefits, the salary or wages payable by the Company shall be computed as though the injured employee was receiving such compensation benefits.
- g. The Company will distribute the Workers' Compensation brochure to all claimants with lost time in the mailing of the first check. All employees submitting an accident report will receive the letter from the Workers' Compensation administrator as referenced in May 12, 2003 Memorandum of Understanding.

B. Health Services

Section 1. Health Services is responsible for determining when an injured or ill employee is well enough to return to work and what type of work he should be returning to. Health Services will contact the family physician, see the patient, if necessary, and make whatever tests are necessary.

Section 2. All employees who have been out for more than 3 consecutive scheduled workdays must notify Health Services before returning to work and obtain proper clearance. The applicable local union president will be provided a copy of the return to work paperwork.

Section 3. If there is disagreement between the employee's physician and the Company Health Services department, arrangements should be made for the Union representatives to talk with one of the Company physicians as soon as possible. If there is still disagreement between Health Services and the employee's treating physician on any matter pertaining to return to work or restrictions, it may, upon request of either party, be referred to a third physician, whose decision will be final and binding upon all parties. The third physician will be selected by Health Services and the employee's physician. If they are unable to agree upon the third physician, a joint request will be made to the Dean of Harvard Medical School for choice of a third physician in special field involved. In the event a third physician is appointed, Health Services and the employee's physician will have the right to submit the medical history of the employee and all other relevant information in their possession.

C. Testing and Examination

Section 1. DOT Compliance Physicals

DOT compliance physicals must be performed either by Health Services or one of its designated providers.

Section 2. Blood Lead Testing

Blood lead testing for the Underground department is mandatory.

Section 3. Drug & Alcohol Testing

The DOT Drug and Alcohol testing policy provides for termination of employment upon the second positive test, with a required second test during rehabilitation no later than 45 days following the initial positive test. When the Medical Review Officer determines that an employee's urine specimen is dilute, a mandatory retest will be conducted. Employees with one or two strikes through 60 days following initial announcement of this change will continue to be subject to prior policy provisions. A positive drug or alcohol test older than seven years will not be considered as a strike under this language. The Company agrees to work with its health plans to achieve maximum possible acceptance of EAP or other intervention counselor's prescribed treatment plans for employees testing positive.

Section 4. Veterans Medical Examinations

When a veteran receives a written order from the proper government agency requiring examination or treatment at a specified time and place for war-incurred injuries, effective at this date, the Company is willing to allow the time required for such examination. Such time as is allowed will, however, accrue as sick time under this Article.

Section 5. Other Medical Examinations

Other medical examinations that may be required by an employment-related regulatory requirement will be carried out or arranged for by Health Services.

Section 6. Department Procedures

It is the understanding of the parties that in the application of the Disability Retrogression Pay Plan the following applies:

“An employee transferred to another classification under this Plan shall be assigned without posting the job.”

The meaning is to include the same right expressed in the Wage Reduction Plan to displace employees of the Company pursuant to the Seniority Provision.

D. Disability Retrogression Pay Plan

Where an employee of ten years or more of continuous service, because of disability, is or becomes unable to continue to perform assigned duties based on classification as of the date of disability, the rights of such employee and the obligations of the Company under such circumstances shall be determined in accordance with the “Disability Retrogression Pay Plan,” described below:

Section 1. Non-Compensable Disability

- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is not receiving Workers' Compensation Benefits, the Company shall provide him with work, provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.

- b. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of disability for which he is not receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- c. The employee's pay rate in either case shall be determined by the PLAN shown below.

Section 2. Future Retrogressions

- a. Less than fifteen years of continuous service at the time of retrogression
 - 1. An employee with less than fifteen full years of continuous service with the Company at the time of retrogression shall receive the higher of (a) the Ultimate Base Rate of the new job classification, or (b) the ADJUSTED pay rate based on the percentage of their base rate at the time of retrogression as indicated in the schedule below.
 - 2. The employee's pay rate shall be reduced to the Ultimate Base Rate or the ADJUSTED pay rate in steps as indicated in the schedule below to reach the new Ultimate Base Rate or the ADJUSTED pay rate exactly. The first step reduction shall occur at the time of retrogression.

<u>Full Years Of Continuous Service At Time Of Retrogression</u>	<u>Pay Adjustment</u>
0 – 4	Reduction to rate of new job by three annual reductions unless wage protected
5 – 9	Reduction to rate of new job by four annual reductions unless wage protected
10 – 14	Reduction to rate of new job by five annual reductions unless wage protected

- b. Fifteen full years or more of continuous service at time of retrogression
An employee with fifteen full years or more of continuous service with the Company at the time of retrogression shall retain the ultimate pay rate of the classification from which he is retrogressed.

Section 3. Past Retrogressions

- a. Any employee who comes under the PLAN but whose date of retrogression occurred prior to the effective date of the new PLAN shall receive an ADJUSTED pay rate that is equal to their current pay rate. The new ADJUSTED pay rate shall become effective the date the new PLAN goes into effect. If such employee is again transferred to one or more lower rated classifications, the ADJUSTED pay rate upon such transfer shall be computed as outlined under, Future Retrogressions.

Section 4. Compensable Disability

- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits, the Company shall provide him with work, provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- b. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be discharged. The employee's pay rate in either case shall be determined as set forth under Section 1, Non-Compensable Disability, except that the following shall apply:

If, at the time of retrogression, the employee is receiving compensation for partial disability, the Company will pay such amounts so that the employee's total compensation from the Company and from such Disability Benefits will never be less than the ADJUSTED pay rate.

Section 5. General Provisions Applicable to Non-Compensable and Compensable Disability above

- a. The date the employee commences work at his lower classification shall be considered as the date of retrogression.
- b. In all computations, only FULL YEARS of service shall be used.
- c. ADJUSTED pay rates established under the PLAN shall be figured to the nearest cent except where the rate figures exactly to a half-cent.
- d. An employee receiving an ADJUSTED pay rate under the PLAN shall hold the title of his new job classification with the word "SPECIAL" appended thereto.
- e. The Health Services Department of the Company in all cases shall consult with such employee's family physician and in the event of disagreement as to the employee's condition and ability to perform the work of any particular class, the case shall be

referred to a recognized specialist or clinic in the field of medicine involved, whose opinion will be final and binding upon all parties.

- f. No change in GROUP INSURANCE classification shall result from such retrogression.
- g. The Company may, in its discretion, withhold the provisions of this PLAN from employees who also engage in work for other than the Company or its affiliates.
- h. An employee transferred to another classification under this PLAN shall be assigned without posting the job.
- i. References to continuous service in the Company shall include service with affiliated companies.

E. Procedure On "Pay-For-Time-Worked"

Section 1. Probationary Employees

- a. Each non-FMLA absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee should be allowed to become permanent.
- b. Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than mere loss of sick pay and the Union should be advised of this action.

Section 2. Permanent Employee

a. The Record

Whether an employee should be called in for discussion of his poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number of non-FMLA absences (frequency), total days lost, exclusive of authorized non-FMLA absences (personal time, civic duties, union business, etc.) pattern of non-FMLA absence (past record, sudden change, regularity, days of week out), length of period over which absenteeism has been considered excessive.

b. First Interview

- 1. When such an interview is held with an employee whose job is covered by a labor agreement, the department head will invite the Union to be represented at the meeting. No less than 3 days prior to the first interview meeting on absenteeism, the Union will be provided with the number of instances of the non-FMLA absence for the employee(s) involved.

2. In the first meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve or he may be put on a pay-for-time-worked basis. A continuing bad record may mean the individual is not employable.
3. This step will take place after 2 instances of non-FMLA absence in a rolling 12-month period.

c. Second Interview

1. The absentee record will be subject to monthly review, and if there is no substantial improvement after the warning, the department head should call in the employee and tell him that his attendance record continues to be a problem and that unless there is sufficient improvement, he may be put on a pay-for-time-worked basis and he may ultimately not be employable. No less than 3 days prior to the second interview meeting on absenteeism, the Union will be provided with the number of instances and number of days of the non-FMLA absence record of the employee(s) involved. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 3 instances non-FMLA absence in a rolling 12-month period.

d. Third Interview - Pay-For-Time-Worked

1. The absentee record will be subject to monthly review and if there is no substantial improvement, the employee will be placed on pay-for-time-worked. He will also be told that he may not be employable. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 4 instances of non-FMLA absence in a rolling 12-month period.

e. Follow-Up

1. Failure to Improve - The absentee record of an individual on a pay-for-time-worked basis will be subject to monthly review, and if no substantial improvement is observed within one year, a discussion between the department head, the Employee Services Department and the Union should be held to determine what action, if any, should be taken.
2. Improvement - If the employee's absentee record improves to the point where it is no longer considered excessive for a six months' period*, then the department

head may restore sick pay benefits to the employee. If the employee's absentee record improves to the point where it is no longer considered excessive for one year, then the department head will restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if his record again becomes poor, he will be put back on a pay-for-time-worked basis subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review, and he again has to be placed on a pay-for-time-worked basis, this action will be for an indefinite period. Again the employee should be reminded that a continuing bad record may mean the individual is not employable. If sick pay benefits are restored as a result of this second review and the employee's record is satisfactory for a further period of one year, the warning will be removed from the employee's record, and the employee and the Union will be given written notice of this action.

*Exception: In case of dramatic action on the part of the employee designed to eliminate his absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

3. Definition of Pay-For-Time-Worked - An individual on a pay-for-time-worked basis shall not be eligible for sick pay benefits from the Company, except for sick pay benefits related to an occupational injury or illness.
4. General - On occasion, an employee may feel that the Company is questioning the legitimacy of his declared illnesses. This is not the case. The above procedure is based on excessive absenteeism which is a matter of record. Therefore, this procedure would not cover an instance where an employee is known to have falsely claimed a non-FMLA absence due to illness, nor would it cover a situation where an employee failed to properly notify the Company of his absence.

ARTICLE XIII - LEAVES OF ABSENCE

A. General

Section 1. After five years' service, an employee may be granted an unpaid leave of absence not to exceed five weeks and such leave of absence cannot be given more than once in five years except in unusual circumstances.

Section 2. All such leaves may be granted for reasonable cause, may not require more than reasonable extra cost to make the necessary adjustments and decisions regarding them, while open to discussion with the Brotherhood, are wholly subject to management discretion.

Section 3. An employee with five years' service may be allowed, at the option of management, to take a maximum of one year's leave of absence without pay. Employees, while on such leave of absence, will not accrue any service toward pension, vacation, sickness, or any other items affected by length of service.

B. Military

Section 1. Amount and Period of Wages While on Certain Military Duty

- a. Eligible employees who are members of the National Guard or on the reserve list of any branch of the Federal armed forces and who are required to attend training camps for two weeks of training will be paid their normal working week's leave with wages or salary for two weeks, but up to three weeks, depending upon the orders, in any one calendar year. Wages or salary payable while in such military training will be computed on the same basis as vacation pay.
- b. No deduction from wages or salary will be made for absence when ordered out for parade, rifle practice or special peacetime military duty. Such order must be addressed to the employee and be signed by his commanding officer.

Section 2. Guaranteed Holidays While on Certain Military Duty

- a. Since eligible employees will be absent up to three weeks with pay the absence at camp will be considered Military Service Leave. If a holiday falls in that week on his usual day of relief, his compensation would be for forty-eight hours or a normal workweek plus one day.
- b. It will no longer be required that an employee take his vacation in connection with military duty in order to receive pay for military duty.

Section 3. Military Leave of Absence

The wartime policy with respect to permanent employees who are granted a leave of absence to enter service in the armed forces, established by a memorandum dated February 2, 1942, and Sections 1-D-3 (dated 7/20/45) and IV(E) dated 4/2/45 of "Plan for the Re-employment of Returning Veterans", is hereby terminated. The following policy should be adhered to in the future for permanent employees liable for military service under existing laws and entering service in the armed forces (whether inducted or by voluntary enlistment) for three months or more.

Section 4. Status of Employees

- a. Eligible employees who are activated for a period exceeding their normal 2 or 3 week annual training period, will be granted a leave of absence for the period the employee is required to remain in the service as prescribed by law and such leave will not be construed as a break in the employee's continuous service record.
- b. Any employee who, subsequent to the enactment of the Selective Training and Service Act of 1940, left the employ of the Company to enter any of the armed forces of the United States of America, will retain the same seniority status that he would have had if he had remained in the employ of the Company during the period of his absence, provided that his military service is terminated by an honorable discharge and that within ninety days thereafter he shall apply in writing to the Company for reemployment. The Company shall assign such an employee according to his seniority status provided he is then qualified by fitness and ability to perform the work in his

class, but if he is mentally or physically unfit to perform the work in his class, the Company shall endeavor to provide him with employment in any class of work in any department of the Company for which the Company deems him to be mentally, physically and otherwise qualified, and provided also that his total length of service with the Company, including the aforesaid military service, shall be greater than that of the employee to be displaced.

Section 5. Suspension of Compensation

The compensation of employees will be suspended during the period of leave of absence.

Section 6. Vacation Allowance

- a. At the time of entry into the services of the armed forces, employees shall be paid only for vacation accrued, but not taken to the date the leave of absence begins. Upon return to active employment, such employees will be allowed a vacation in the year of return equal to that which they would have been entitled to if employment had been continuous, except that if the employee returns to active status so late in December that it is not possible to take the full vacation prior to the end of the year, he shall be allowed the remainder of the month as vacation. In no event will any employee receive more than his normal vacation allowance in any year through payment for accrued vacation or vacation taken.
- b. It will no longer be required that an employee take his vacation in connection with military duty in order to receive pay for military duty.

Section 7. Group Insurance and Medical Care Benefits

- a. Group Life Insurance, Group Accidental Death and Dismemberment Insurance, Weekly Health Benefits and medical care plan membership will be suspended during the leave of absence period except that:
 1. Group Life Insurance will remain in force for 30 days after the date on which leave of absence begins, during which period employees may exercise the right of conversion outlined in Group Insurance certificates.
 2. Family membership in a medical care plan may be maintained during the period of leave of absence by direct payment to these agencies.
- b. Upon return to active employment, the above coverage and benefits shall be reinstated without the customary waiting periods.

Section 8. Group Annuities

If an employee is a participant in the Insured Group Annuity Plan at the time of entrance into the services of the armed forces, employee contributions (paid by the employing company) and Company contributions will be suspended during the period of leave of absence and consequently no annuities would be purchased during this period.

C. Amount And Period Of Wages While On Jury Duty

Section 1. Full normal wages or salary will be paid to eligible employees while absent from work for jury duty.

Section 2. Full normal wages or salary will be paid to eligible employees while absent from work when subpoenaed to testify or participate in any court case or administrative proceeding or when subpoenaed to appear before any body having the legal authority to require the attendance of witnesses by service of legal process. The provisions of this section shall not apply to any proceeding in which: (1) an employee is suing the Company, (2) an employee has filed a charge or claim against the Company with an agency of the government which has resulted in the holding of a court or administrative hearing in which the Company is the respondent or defending party; or (3) any Union is a party and causes the issuance of a subpoena to the employee to require his testimony or presence, unless the Company and the Union are both plaintiffs, defending parties or respondents in the matter.

Section 3. Wages or salary that the employee would have received if he had worked will be paid except that in the case of employees who have performed substantial amounts of work under more than one approved wage or salary rate prior to such duty, consideration will be given to the amount of work performed in each such class in establishing the wage or salary rate to be paid during such duty.

Section 4. Employees drawn for Jury Duty, whose days of relief are other than Saturday or Sunday, generally should not be required to report for work on Saturday and/or Sunday. If, because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report.

Section 5. If an employee on Jury Duty is excused for one day or more, he is expected to call his supervisor and inquire whether or not he should report for work. The supervisor's decision shall be final.

D. Funeral Leave

Section 1. In the event of death of a member of the family of an employee, the Company will grant reasonable time off without loss of normal straight time compensation for all scheduled workdays falling within the three-day period next following the date of a death in the immediate family (wife, husband, same sex spouse, same sex domestic partner, children, step-children, daughter-in-law, son-in-law, parents, stepparents, sister or brother, step-sister or step-brother, parents-in-law) or in the immediate household. For other members of the family (grandparents, grandchildren, nieces, nephews, brother-in-law, sister-in-law, aunts and uncles) one day without loss of pay will be granted if the funeral is held on a scheduled workday.

Section 2. More time in individual cases, due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of local management.

E. Payment Of Wages For Other Time Not Worked

Section 1. No deductions will be made from wages or salary of eligible employees for approved absences for personal reasons and for approved civic duties, as in the past.

Section 2. No employee will be paid wages for time lost or not worked due to habitual tardiness or other unauthorized personal absence.

ARTICLE XIV - SAFETY

A joint Union/Management Safety Committee will be formed to meet quarterly to discuss safety problems.

Section 1. Safety and Health Agreement

- a. It is the aim of the Company and the Brotherhood to promote safety and health of the employees and to prevent accident and health hazards, and the Company and the Brotherhood agree to cooperate to this extent as outlined below:
- b. Each Local Union represented by the BUW shall have a minimum of one member on the local Company Safety Committee with all the rights and courtesies now extended to that Committee. The Union member shall be chosen by the Local Union and the Company notified, in writing, of the same.
- c. The BUW shall appoint no more than four qualified representatives and shall notify the Local Manager and the System Safety Manager, in writing, of these appointments.
- d. The Company shall appoint no more than four qualified representatives and shall notify the Union, in writing, of these appointments.
- e. These representatives shall be the Committee on Safety and Health.
- f. The Committee on Safety and Health shall meet not less than once quarterly to consider any matters placed before it.
- g. The Chairman of the Committee shall be, for one-half the term of the Contract, one of the Company representatives and for the other half, a Union representative. He shall be chosen by majority vote of the Committee membership.
- h. The Clerk of the Committee shall be chosen by majority vote of the Committee and it shall be a part of his duties to send a report of all pertinent business of the Committee to a designated member of the Company and to the Secretary of the BUW.
- i. The duties of the Committee shall be to promote the program of safety and health; to review all present safety and health rules, regulations and proposals; to recommend to the Company and the BUW changes that they, in their wisdom, may feel needed. They may recommend penalties to personnel for violations of rules and regulations pertaining to safety and health.
- j. The Company and the BUW agree that no changes in the rules and regulations as now defined, insofar as they shall apply to the BUW membership, shall be made until they have been presented to this committee for consideration.

- k. It is further agreed by the Company and the BUW that if the Committee agrees on the establishment of penalties as stated under section (F) of this memorandum, they will act jointly and impartially to enforce any such penalty insofar as they apply to the BUW membership.
- l. Either party to this agreement may terminate, by thirty days' written notice to the other, but in no instance may the termination be made prior to a period of two hundred and seventy days from the effective date of this contract.

Section 2. Class II rubber sleeves and gloves will be worn when working on energized primary conductors and equipment. The Union will participate in the selection process for rubber sleeves for New England companies. The Company will issue a policy on the appropriate use of sleeves to all operating departments within the next three months.

Section 3. The testing cycle of Class II rubber gloves will change from one month to 90 days.

Section 4. Work group leaders will conduct a pre-job briefing before the start of each job assignment. The crew leader will sign each pre-job briefing form, and the crew will affix their initials indicating their attendance at the briefing.

ARTICLE XV - DISCIPLINE AND DISCHARGE

Section 1. Upon the written request of the Union made within ten days from the date upon which an employee has been disciplined at the written reminder level or above, suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt of the foregoing request, the Company will inform the Union of the reason for the suspension or discharge.

Section 2. The hearing will be conducted by the department head or manager within ten days of the written request, and if exonerated, the employee will be reinstated without prejudice and compensated for any loss in wages. At the hearing, the Union shall represent the employee so disciplined and may present witnesses. When hearings on discharge require further attention through the grievance procedure, a grievance meeting will be held at the third step level within ten days of the hearing.

ARTICLE XVI – SETTLEMENT OF DISPUTES

Section 1. While this agreement is in effect, there shall be no authorized or sanctioned cessation, retarding or stoppage of work because of any dispute which may result from an interpretation of this agreement, or from any cause whatsoever. It is further agreed that any employee represented by the Union and/or subject to the terms and conditions of this agreement who, without the authority or sanction of the Union, voluntarily absents himself or herself from work because of any dispute or demand may be denied further employment or suspended at the option of the Company.

Section 2. Any dispute arising during the term hereof shall be treated as a grievance and every reasonable endeavor shall be made to settle such dispute by agreement between the Union and the Operations Manager or Division Director of the Company.

Section 3. Disputes and grievances shall be handled with the aggrieved employee with the Shop Steward in the following steps: first, with the supervisor or foreman; second, with the department head; and third, with the Union and the Operations Manager or Division Director of the Company, or his representative. Grievances continuing beyond the first step shall be in writing for the records of the Company and the Union, and shall be presented in quadruplicate on forms to be provided by the Company. Grievances will be answered within fifteen days if possible; if not, the Local will be notified and given the reason for the delay.

Section 4. All grievances not settled under the procedure outlined above and other differences arising between the parties relative to wages, hours, conditions of employment or other matters mentioned in this agreement shall at the request of either party, be referred to arbitration to an arbitrator mutually agreed upon by the parties, whose decision shall be final and binding. Each party shall bear its own arbitration expense. Compensation of the arbitrator shall be borne equally by them. In case the parties are unable to agree upon the choice of an arbitrator, then the arbitrator shall be chosen from a list of arbitrators to be supplied by the American Arbitration Association.

Section 5. Multiple or unrelated grievances shall not be arbitrated simultaneously, in the same hearing, before the same arbitrator except by mutual agreement of the parties.

Section 6. The provisions of this Article shall not apply to probationary employees.

Section 7. The parties agree to participate in a so-called “last best offer” pre-arbitration conference upon request of either party provided that such conference must be requested in time for the arbitration to be cancelled without cost to either party.

Section 8. With the exception of disputes related to Notify and Discuss, no arbitrator shall have the power to add to or subtract from the specific terms of this Agreement or to pass upon or decide any question except the grievance submitted to the arbitrator.

ARTICLE XVII - SUPERVISORS

Supervisors who are not covered by the labor agreement will do only such incidental work as is necessary to instruct others or to improve operations. They shall not, except in emergencies, perform work that employees subject to the labor agreement are normally required to perform. The above is not intended to change past practices in those cases of supervisors who have normally done more than incidental work as described above, if in such cases there has been no disagreement within the recent past.

ARTICLE XVII I - STIPULATIONS

Section 1. The Union agrees that for the term of this agreement, all requirements of the Electricity Restructuring Act of 1997, including Section 1E related to staffing levels have been satisfied and that this agreement is a collective bargaining agreement under that language.

Section 2. All line crews installing or removing single phase services may be required to install, replace or remove common meters as required but limited to no more than three (3) meters per location. All line personnel will be trained in the proper installation and removal of common meters.

Section 3. Notify and Discuss

The Company and the Union will continue to cooperate in the introduction of any new machinery, equipment, systems, and/or operational policy or procedures which calls for significant changes to the current job specification or new job specifications including entry level testing requirements. The Company will give the Union ninety (90) days advance notice of such contemplated introduction, during which time the Company will negotiate with the Union relative to the impact of the proposed changes to current proposed job specifications, entry level testing requirements, operational policy or procedure, and corresponding rates of pay. The Company will take any suggestion the Union may have and give consideration to such recommendations. The parties will give due consideration to training programs for employees so affected, to their promotional opportunities and seniority rights. Reasonable training will be provided to the affected employee(s), where necessary, to assist them in qualifying for a job(s) to which they have been assigned. At the end of the ninety (90) day period, the Company may proceed to implement the change and if the Union is dissatisfied with either the department impacted by the change or hourly pay rate(s) assigned to the work, these issues and only these issues may be referred for resolution in accordance with the Article XVI, Settlement of Disputes.

Section 4. The Company will not purchase any product that has been manufactured or produced in working conditions that resemble a sweatshop or that have child labor in the workplace.

Section 5. The BUW past practice of requiring a three person crew for replacing transformers after daylight is eliminated. The Company recognizes there will be occasions when changing out a transformer requires a third person. On those occasions, the person in charge of the job will make the determination as to the best approach.

Section 6. The Company agrees to remind its Supervisors of the need to respect the judgment of the crew leaders in matters of safe work execution. The Company does not tolerate intimidation, harassment, or other unwarranted pressure on crew leaders exercising such judgment.

ARTICLE XIX - TERM OF AGREEMENT

Section 1. This agreement shall be effective as of the twelfth day of May 12, 2013, and shall be binding upon the parties hereto and upon all employees who are subject to its provisions, and it shall remain in full force and effect through May 11, 2017.

Section 2. To the extent not otherwise provided for in this agreement, the contents of the Memorandum of Understanding dated May 12, 2013, are hereby incorporated by reference.

Section 3. In the event the Company decides to change the named employer of employees at any location, in any department, from the name of one subsidiary or affiliate to another, this agreement shall be binding on such successor employer even if it is not so named in the preamble to this agreement.

Section 4. In case of consolidation or merger of the Company with an affiliated company or sales of all or a substantial part of their properties between affiliated companies, the provisions of this agreement will continue to apply to the extent legally permissible, for the term of the agreement to the classifications and employees covered by the terms of this agreement.

Section 5. In the event of a merger or sale of any of its property or business to a non-affiliate of the Company, to the extent supportable by law, the Company shall require such non-affiliated company to assume this entire agreement for its remaining term.

ATTACHMENT B

**UWUA & NATIONAL GRID NEGOTIATIONS
STORM SUB-COMMITTEE**

Forward: During negotiations for a successor collective bargaining between UWUA Locals 310, 317, 322, 329, 330, 369 and National Grid, representatives of the parties met for the purposes of clarifying existing contract language relative to Emergency Storm Work; establishing uniform pay methodology; seeking to establish a standard emergency response for the entire system that maximizes Company Resources to best serve our customers. This document is intended to both address those goals and clarify existing contract language contained in the respective Collective Bargaining agreements. This document serves to memorialize these discussions and the understanding reached between the parties.

Triggers for the 18&6 Storm Premium:

- Field Workers and Field Support workers (performing Overhead work – cut and clear and restoration) within a district engaged for a period of more than 24 hours in storm restoration activities. The 24 hour clock for this trigger initiates once employees are assigned work;
- Send crew (s) out of district (as they exist today) for more than 24 hours;
- Contractors on the clock for more than 24 hours from when they are assigned work within a district. Contractors for this purpose also include internal resources, external contractors, contractor crews, Service Company, out of district crews; etc
 - NOTE: 18/6 trigger is based on assignment of work
- Type of Work and Pay:
- Wires Down Standby/Appraisal, inside support work results in time and one half for all hours worked, no paid rest. Cut and Clear and restoration work results in the 18/6 payment (upon satisfaction of the 24 hour clock); employees qualified for cut and clear but assigned to lower assignments will be paid at the cut and clear rate (upon satisfaction of the 24 hour clock);
- The following job functions will be utilized in cut and clear as a single worker: rated and second class employees in Overhead Lines, Underground & O&M, Designers, T&D Inspectors, Meter Workers, Telecom & UTechs;
- Within 30 days of execution of this collective bargaining agreement, existing Meter Worker A's, Meter Worker B's and Meter Worker C's and Designers have a onetime option to become exempt from cut and clear/service restoration work as outlined in the new job description. Any employee who elects to become exempt from cut and clear/service restoration will continue to be required to perform wires down appraisal as the emergency storm assignment. If an employee bids out of his/her current classification, this exemption will no longer apply. Grandfathered employees will not be eligible for 18/6 and will be called secondarily to those qualified for cut and clear and above;

- The Company and the Union will meet to review and develop a cut and clear/service restoration training program; The Union will designate three representatives for this committee and the committee will meet no later than June 30, 2013;
- This single worker provision for the Overhead, Underground, O&M (as defined in the 2003 Single Worker Agreement) will have its restrictions of: a) percentage of employees utilized and; b) daylight hour waived during storm emergencies and then reinstated once the storm event is called off is for storm purposes and does not supersede the 2003 Single Worker agreement;
- Having the storm room (wires down, etc) open does not drive any storm premium/pay;
- “End of regular workday” – defined as when the employee leaves the property;
- Front loaded rest time for Overhead workers (this is the "the OH line worker is home and we have people doing "their work". This applies when we have field workers (i.e UG, O&M, CMS) staffed for wires down/storm restoration work. (regardless of whether they have been assigned work) – staffing of field workers will drive the rest pay);
 - NOTE: Front loaded rest time is based on staffing of wiredown/field resources.
- Inside help and support groups, when assigned to storm work, will be assigned to shifts no less than 12 hours and up to 16 hours for storm support (no paid rest). The Company and the Union will continue to discuss the best utilization of support personnel for storm response and appropriate training;
- Support personnel sent out of district and housed will be paid up to 16 hours at time and one half and then paid rest (current practice of Fleet staff embedded with crews receiving 18/6 will continue);
- Employees who are qualified for 18/6 and assigned to a host district that has triggered the storm premium, will be paid time and one half for all hours worked but will be ineligible for paid rest time on a daily assignment to the hosting (current practice of assignment will continue);
- Out of town assignments will be based on requests from hosting utilities/internal districts and will be balanced against the Company’s operational needs (current practice);
- Ending of storm – The regular method of payment will be reinstated when either the contractors/outside crews are released from restoration work, or an employee is released in the case of no viable work by job duties;
- This agreement resolves all outstanding grievances with the locals relative to storm premium pay and assignment of personnel during storm events.

Local 369 Malden	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
UG/OM 50/50 Split	X	X
Designers 1 st priority is storm room assignment	X	X
Meter Workers/CMS	X	X

Local 369 Brockton	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
UG/OM 50/50 Split	X	X
Designers 1 st priority is storm room assignment	X	X
T&D Inspectors	X	X
Meter Workers/CMS	X	X

Local 310 Rhode Island	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
Underground	X	X
O&M	X	X
Designers 1 st priority is storm room assignment	X	X
T&D Inspectors	X	X
Meter Workers/CMS	X	X
Telecom	X	X

Local 317, 322, 329 & 330	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
UG & O&M 50/50 Split	X	X
Designers 1 st priority is storm room assignment	X	X
T&D Inspectors	X	X
Meter Workers/CMS	X	X
Telecom	X	X
Central Meter Test (330)		X

*Qualified Cut & Clear personnel will be maximized prior to calling wire appraisal.

*Upon execution of the CBA, Meter Workers and Designers may opt to grandfather. This is a one time opportunity. These employees may opt in at a later time and will lose grandfathering once they leave current job.

Local Agreements:

Local 330

Local 310

**LOCALS 310, UWUA, AFL-CIO
LOCAL 310 NARRAGANSETT ELECTRIC**

Holidays

The Company and Union agree that the Columbus Day shall remain as a normal work day for 2013. The Company and Union agree that as of January 1, 2014, the Columbus Day will become a holiday and a floating holiday will be eliminated. After the resolution of the outstanding appeal filed by National Grid regarding the Columbus Day holiday, the parties agree to bargain regarding the observation of the Columbus Day holiday going forward.

Electrical Classification

The parties agree to revisit the duties and compensation of an electrician classification.

TDI

Coordination of Benefits

- a. Company sick pay is fully offset by any and all statutory disability benefits. By mutual agreement, the Company may waive recovery of such benefits. In those locals where the Company is recovering Rhode Island TDI benefits, the Company agrees to reimburse employees for the cost of the Rhode Island TDI tax by a single payment in each January for the prior calendar year.
- b. Wages or salary will not be payable whenever the disability of the employee is the result of an occupational or non-occupational accident which permits the employee to recover damages from a third party. Pending the outcome of settlement of his claim, subject to the limitations set forth in paragraph under Occupational & Non-Occupational Disability Benefits, appropriate wages or salary will be paid on condition that the employee agrees in writing on the form provided for this purpose to reimburse the Company to the extent provided for in such form.
- c. In the event an employee is to be paid any wages or salary for a period of disability arising from an industrial accident for which he subsequently receives Workers' Compensation weekly payments, he shall be required to agree in writing that if the wage or salary together with the Workers' Compensation payments aggregate (for the period of disability for which both payments are made to him) more than his normal weekly wage or salary, he shall reimburse the Company for the excess.
- d. The Company agrees to provide employees who have received both sick pay and Workers' Compensation benefits, 1.) Notice of such duplication within 45 days from the date of the first Workers' Compensation benefit, 2.) full payroll records reconciling the amounts of such overpayment and 3.) the opportunity to make reasonable repayment arrangements for repayment which in no case will require repayment over a

shorter time than the period of time during which the duplication occurred. Failure to provide notice under #1, above, is a waiver by the Company of its right to recover such benefit.

The Company will collect the individual TDI compensation received by the employee in the same manner referenced above in d.

CMS

Effective May 12, 2013, the Company will cease to mandatorily fill the 11:00 p.m. to 7:00 a.m. AMR van position. Overtime will be offered as needed. The Company will backfill if there is a long term absence.

Percentage of Employees Allowed on Vacation

During of the course of negotiations, the issue of vacation percentage arose and the parties agreed the practice of allowing 30% of employees to take vacation on a day will continue. Management will, where workload permits, approve vacation for employees in excess of 30%. This will resolve any outstanding CMS grievance regarding vacation percentage.

**SCHEDULE OF WAGES
THE NARRAGANSETT ELECTRIC COMPANY
PROVIDENCE - LOCAL 310**

**ULTIMATE WAGE RATE
EFFECTIVE**

	<u>5/12/13</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<u>R-1 OVERHEAD LINES</u>				
Crew Leader	43.74	44.84	45.97	47.12
Troubleshooter	43.74	44.84	45.97	47.12
Lineworker 1/C	39.95	40.95	41.98	43.03
Lineworker 2/C	31.24	32.03	32.84	33.67
Lineworker 3/C	29.55	30.29	31.05	31.83
Lineworker Apprentice	29.55	30.29	31.05	31.83
Operations Clerk*	24.86	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19
<u>R-2 UNDERGROUND</u>				
Lead Splicer	43.61	44.71	45.83	46.98
Cable Splicer 1/C	38.90	39.88	40.88	41.91
Cable Splicer 2/C	33.19	34.02	34.88	35.76
Cable Splicer 3/C	30.04	30.80	31.57	32.36
Cable Splicer Apprentice	28.38	29.09	29.82	30.57
Operations Clerk*	24.86	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19
<u>R-5 ELECTRICAL O & M & TEST</u>				
Working Leader	43.61	44.71	45.83	46.98
Substation O & M Worker 1/C	38.90	39.88	40.88	41.91
Substation O & M Worker 2/C	31.94	32.74	33.56	34.40
Substation O & M Worker 3/C	28.85	29.58	30.32	31.08
Substation O & M Worker Apprentice	27.47	28.16	28.87	29.60
Operations Clerk*	24.86	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19
<u>R-6 INSPECTIONS</u>				
T&D Inspector	30.72	31.49	32.28	33.09

* Incumbent only

**SCHEDULE OF WAGES
THE NARRAGANSETT ELECTRIC COMPANY
PROVIDENCE - LOCAL 310**

**ULTIMATE WAGE RATE
EFFECTIVE**

	<u>5/12/13</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<u>METERING SERVICES</u>				
<u>Roster 7:</u>				
CMS Working Leader-A	39.90	40.90	41.93	42.98
Meterworker A (Step 1)	35.88	36.78	37.70	38.65
Meterworker A (Step 2)	34.82	35.70	36.60	37.52
Meterworker B (Step 1)	32.45	33.27	34.11	34.97
Meterworker B (Step 2)	29.49	30.23	30.99	31.77
<u>METERING SERVICES</u>				
<u>Roster 26:</u>				
CMS Working Leader-C	31.32	32.11	32.92	33.75
Meterworker C (Step 1)	29.74	30.49	31.26	32.05
Meterworker C (Step 2)	28.72	29.44	30.18	30.94
Meterworker C (Step 3)	26.81	27.49	28.18	28.89
Meterworker C (Step 4)	24.91	25.54	26.18	26.84
Meterworker C (Step 5)	22.66	23.23	23.82	24.42
Meterworker C (Step 6)	19.74	20.24	20.75	21.27
Meter Service Representative (Step 1)	22.81	23.39	23.98	24.58
Meter Service Representative (Step 2)	20.50	21.02	21.55	22.09
Meter Service Representative (Step 3)	18.45	18.92	19.40	19.89
Meter Service Representative (Step 4)	16.40	16.81	17.25	17.68
<u>Clerical:</u>				
CMS-Clerk*	24.86	25.48	26.12	26.77
CMS-Clerk (Step 5)	24.08	24.69	25.31	25.95
CMS-Clerk (Step 4)	22.63	23.20	23.78	24.38
CMS-Clerk (Step 3)	21.55	22.09	22.65	23.22
CMS-Clerk (Step 2)	19.59	20.08	20.59	21.11
CMS-Clerk (Step 1)	17.81	18.26	18.72	19.19

* Incumbent only

R-8 OPERATIONS ENGINEERING

Technical Support:

Senior Designer	40.98	42.01	43.07	44.15
Designer A	34.39	35.25	36.14	37.05
Designer B	31.25	32.04	32.85	33.68

Locator:

Utility Locator	31.61	32.41	33.23	34.07
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Clerical:

Operations Clerk*	24.86	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19

R-9 WORK READINESS

Work Readiness Tech	31.21	32.00	32.80	33.62
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R-27 AUTO MESSENGER

Auto Messenger	22.64	23.21	23.80	24.40
Auto Messenger(80)	18.21	18.67	19.14	19.61

R-32 STORES

Material Handler B*	35.64	36.54	37.46	38.40
Material Handler B (Step 4)	35.64	36.54	37.46	38.40
Material Handler B (Step 3)	33.22	34.06	34.92	35.80
Material Handler B (Step 2)	30.85	31.63	32.43	33.25
Material Handler B (Step 1)	28.48	29.20	29.94	30.69
Material Handler - Probationary	25.99	26.64	27.31	28.00

R-33 FLEET

Working Leader w/certification	40.18	41.19	42.22	43.28
Working Leader	39.43	40.42	41.44	42.48
Auto/Truck Tech 1/C w/certification	37.41	38.35	39.31	40.30
Auto/Truck Tech.1/C	36.67	37.59	38.53	39.50
Auto/Truck Tech 2/C w/certification	32.66	33.48	34.32	35.18
Auto/Truck Tech 2/C	31.93	32.73	33.55	34.39
Auto/Truck Tech 3/C w/certification	29.26	30.00	30.75	31.52
Auto/Truck Utility Person	27.29	27.98	28.68	29.40
Operations Clerk*	24.86	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19

*Incumbent only

**SCHEDULE OF WAGES
THE NARRAGANSETT ELECTRIC COMPANY
PROVIDENCE - LOCAL 310**

	ULTIMATE WAGE RATE EFFECTIVE			
	<u>5/12/13</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<u>R-34 BUILDING MAINTENANCE</u>				
Working Leader	38.72	39.69	40.69	41.71
Maintenance Worker 1/C	34.74	35.61	36.51	37.43
Maintenance Worker 2/C	31.37	32.16	32.97	33.80
Maintenance Worker 3/C	29.76	30.51	31.28	32.07
Maintenance Worker Helper	27.19	27.87	28.57	29.29
Operations Clerk*	24.68	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19
<u>R-34A GENERAL LABORER</u>				
Laborer	27.19	27.87	28.57	29.29
<u>R-39 TELECOMMUNICATIONS</u>				
Lead Technician	43.50	44.59	45.71	46.86
Senior Technician	41.63	42.68	43.75	44.85
Technician 1/C	38.34	39.30	40.29	41.30
Technician 2/C	35.25	36.14	37.05	37.98
Technician 3/C	31.47	32.26	33.07	33.90
Tester	28.47	29.19	29.92	30.67
Operations Clerk*	24.68	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19

*Incumbent only

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be executed by their respective officers hereunto duly authorized this 28rd day of September 2015.

NATIONAL GRID USA

By 
Kathleen Geraghty, Vice President, HR & Employee & Labor Relations

By 
Thomas Ryan, Director, Employee & Labor Relations

By 
Thomas Mulligan, Manager, Employee & Labor Relations

By 
Maria Marotta, Manager, Employee & Labor Relations

By 
Robert Brawley, Director, Distribution Design

By 
Michael Hrycin, Director, Overhead Lines

By 
Ellen Poyant, Director, Customer Meter Services

THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO, BROTHERHOOD OF UTILITY
WORKERS COUNCIL, LOCAL 310, FOR THEMSELVES AND THEIR MEMBERS WHO ARE
EMPLOYEES OF NARRAGANSETT ELECTRIC COMPANY AND NATIONAL GRID USA SERVICE
COMPANY

By 
George P. Fogarty III, President, Local 310 BUW

By 
James Diggle, Executive Vice President, Local 310 BUW

By 
Laurie Stenovitch, Recording Secretary, Local 310 BUW

By 
Daniel Hurley, President, BUW Council

By 
John Devlin, National Representative

May 12, 2013 – May 11, 2017

AGREEMENT

As to

Wages, Working Conditions and Seniority

Between

**Massachusetts Electric Company
National Grid USA Service Company
d/b/a National Grid**

And

Local Union No. 369

Utility Workers Union of America, AFL-CIO

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Whenever reference is made to masculine gender throughout this agreement, feminine gender also applies.

AGREEMENT made and entered into by MASSACHUSETTS ELECTRIC COMPANY and NATIONALGRID USA SERVICE COMPANY, Massachusetts corporations, d/b/a NATIONAL GRID, hereinafter called the "Company" and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL NO. 369 thereof, and the Employees of the Company who are now or may hereafter become members of said Local, hereinafter called the "Union."

WHEREAS, the Union represents a majority of the employees in the classifications of the Company set forth in the section marked "Schedule of Wages" and has been designated by said majority to be the exclusive representative of all the employees in such departments for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment; and

WHEREAS, both the Company and the Union desire to promote harmony and efficiency in the working forces so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company, as a public utility, to provide at all times an adequate and uninterrupted supply of electric service in the territory and communities which it serves.

WHEREAS, it is agreed that the parties will continue to provide for equal opportunity as to wages, working conditions and seniority without regard to race, color, religion, sex, age or national origin.

NOW, THEREFORE:

As to wages, to be paid by the Company, as to working conditions involved in the Company's operations, and as to the application of the principle of seniority to changes in the Company's forces, the parties hereto, each by its duly authorized representatives, agree as follows:

ARTICLE I - RECOGNITION OF THE UNION

A. Recognition

Except as hereinafter provided, the Union is hereby recognized as the exclusive representative of all the employees in the classifications of the Company described in the Schedule of Wages for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

B. Neutrality

Section 1. The Company agrees to remain neutral in union organizing campaigns conducted among workers in wholly-owned, regulated companies and GRIDCOMM and/or NEESCOM, as long as GRIDCOMM and/or NEESCOM remains a wholly-owned National Grid USA subsidiary or affiliate.

Section 2. Neutrality means that the Company shall neither help nor hinder the Union in any organizing campaign, nor shall it comment upon the Union's motives, integrity, character or performance during any organizing campaign. Also, neither National Grid USA or its subsidiaries or affiliates, nor any of their successors or assigns shall provide any support or assistance of any kind to any person or group opposed to union organization.

Section 3. Reservation Of Rights

National Grid USA, or its subsidiaries or affiliates, commitment to remain neutral shall cease if the Union or its agents, intentionally and repeatedly misrepresents to employees the facts and circumstances surrounding their employment or conducts a campaign which comments upon the motives, integrity or character of the Company or its representatives. National Grid USA, or its subsidiaries or affiliates, reserves the right to respond to employees' inquiries relating to the issue of Union organization and to engage in normal communications with employees concerning their employment.

Section 4. Access

ARTICLE I - RECOGNITION OF THE UNION

A. Recognition

Except as hereinafter provided, the Union is hereby recognized as the exclusive representative of all the employees in the classifications of the Company described in the Schedule of Wages for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

B. Neutrality

Section 1. The Company agrees to remain neutral in union organizing campaigns conducted among workers in wholly-owned, regulated companies and GRIDCOMM and/or NEESCOM, as long as GRIDCOMM and/or NEESCOM remains a wholly-owned National Grid USA subsidiary or affiliate.

Section 2. Neutrality means that the Company shall neither help nor hinder the Union in any organizing campaign, nor shall it comment upon the Union's motives, integrity, character or performance during any organizing campaign. Also, neither National Grid USA or its subsidiaries or affiliates, nor any of their successors or assigns shall provide any support or assistance of any kind to any person or group opposed to union organization.

The Union representatives shall be allowed access to the facilities of National Grid USA, its subsidiaries or affiliates, for the purpose of distributing literature and meeting with employees. Any interaction with employees or distribution of literature at the facilities of National Grid USA, or its subsidiaries and affiliates, shall be accomplished in a manner that does not disrupt access or egress from buildings. Distribution and solicitation inside such facilities shall be limited to non-work areas. The Union shall not disrupt the normal business of these facilities while distributing literature or soliciting authorization cards.

C. Voluntary Recognition

Section 1. The Company agrees to recognize a union upon receipt of proof of support of no less than 65% of those eligible for inclusion in the bargaining unit as verified by an independent third party.

Section 2. In the event a third party verifies that 65% of eligible employees in an agreed-upon unit have signed authorization cards, the Company agrees to recognize such employees without a National Labor Relations Board-conducted election, provided all of the following criteria have been met:

- a. The Company and the Union have mutually agreed upon the nature and content of the card employees will sign;
- b. The Company, its subsidiaries, and affiliates and the Union have mutually agreed that the bargaining unit in which the Union seeks recognition is an appropriate bargaining unit;
- c. The Company, its subsidiaries, and affiliates and the Union have mutually agreed upon the number and identity of the employees eligible for representation in such a unit;
- d. The Union submits to a mutually-selected third party signed authorization cards from at least 65% of the employees in the agreed-upon bargaining unit, all of which expressly state that by signing the card the employee designates the Union as his/her exclusive bargaining representative, and further state that they understand that if 65% or more of the eligible employees in the unit also sign such cards, the Company, its subsidiaries, and affiliates will recognize the Union without an NLRB-supervised election; and
- e. The Union's majority status in the agreed-upon bargaining unit is confirmed by the mutually selected third party.

Section 3. If the Company, its subsidiaries, and affiliates and the Union fail to agree upon any of the conditions set forth in Paragraphs (a) through (d) above, the matter may be referred to the NLRB for determination.

Section 4. Negotiations for a contract covering the new unit will begin within a reasonable amount of time following third party verification.

D. Exemptions

Section 1. The following shall be excluded from the application of the rules of this agreement:

- a. Executives and officials
- b. Supervisory forces, including foremen who recommend the disciplining or dismissal of employees under their supervision, but not including working foremen.
- c. All personal office forces of the President, Vice Presidents, Secretary, Treasurer, Manager, Asst. Secretaries, Asst. Treasurers, Auditors, Legal Department, Purchasing Department, General Superintendent, Superintendents and such other office workers who perform duties of a confidential nature with respect to labor relations matters.

ARTICLE II - UNION MEMBERSHIP REQUIREMENTS

Section 1. The Company agrees that it shall require as a condition of employment that all present employees and all new employees hereafter employed by the Company in any class of work to which this agreement applies, shall become members of the Union after the thirtieth day following the beginning of their employment and shall continue as members thereafter while this agreement is in effect.

Section 2. In no event will any employee be required as a condition of employment to become a member of the Union until after the thirtieth day following the beginning of his employment or the effective date of this agreement, whichever is later.

Section 3. Any employee exempted from the provisions of this agreement who is transferred while this agreement is in effect to a class of work which is subject to the Union membership requirement, shall become a member of the Union within thirty days after the effective date of such transfer.

Section 4. Any employee of the Company who at any time while this agreement is in effect has been performing a class of work which is subject to the Union membership requirement of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Union membership requirement of this agreement, shall have the privilege of withdrawing from Union membership, and the Union agrees that such withdrawal shall not prevent any such employee from renewing Union membership in the event that thereafter the employee is assigned to a class of work in which Union membership is required hereunder as a condition of employment.

Section 5. The Company agrees to provide bulletin boards for posting of notices to its employees and agrees that the Union may use such bulletin boards for notices addressed to its members after such notices have been submitted to and approved by the Manager or other representative of the Company.

Section 6. The Company agrees to deduct such dues, initiation and other fees from earned wages and remit to the Local the dues of those employees who are members of the Union and not exempt from the provisions of this agreement in an amount individually authorized and in a manner and on a written assignment approved by the Company.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Union and the Local recognize the right and power of the Company to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, demote, or discharge employees; to assign, supervise, or direct all working forces and to maintain discipline and efficiency among them; to lay off employees when required because of lack of work or curtailment of work; and generally to control and supervise the Company's operations and to exercise the other customary functions of Management in carrying on its business without hindrance or interference by the Union, the Local or by employees. If the Local claims that the Company has exercised the right to suspend, discipline, demote or discharge employees in an unjust or unreasonable manner, such claim shall be subject to the Settlement of Disputes under Article XVI. If the Local claims that the Company has exercised any of the other foregoing rights in a capricious or arbitrary manner, such claims shall be subject to the Settlement of Disputes under Article XVI.

Section 2. The Company, the Union, and the Local recognize the responsibility of the employees to comply with reasonable rules, regulations, and practices prescribed by the Company.

ARTICLE IV - SENIORITY

All references apply only to departments and classifications designated by the attached schedule, marked Schedule of Wages.

A. Employee Status

Section 1. A permanent employee is one who is hired on a permanent basis. A new employee shall be on trial for a period of six months from the date of hire, shall be designated as a probationary employee for this period, and may be discharged, if, in the opinion of the Company, he is not qualified. A probationary period will include time during which the employee is under the direction of the Company and will not include furlough time, major sick time, or leave of absence.

Section 2. A temporary employee is one hired for a specific job, and it is not intended that he shall become a permanent employee, nor is it intended that his employment shall exceed six months continuous service. The Company shall have the right in its discretion to employ temporary employees for emergencies, vacation relief or other unusual situations. A temporary employee shall not acquire any seniority rights, unless he becomes permanent by exceeding six months continuous service.

Section 3. Training Students may be assigned in any of the classifications, the total number not to exceed three per cent of the number of employees in the Company. Assignment of these students to classifications permanently shall be subject to seniority rights of permanent employees. Assignment of these students shall not be used to circumvent other provisions of this agreement. (For example, payment of overtime).

Section 4. It is agreed that when an employee is promoted to a position in which he is not subject to the rules of the agreement, his seniority status as an employee of the Company shall be reestablished if he subsequently reverts to a classification in which he would be subject to the rules of the agreement within sixty (60) days, i.e., his seniority in the class in which he reverts is the seniority he would have rated had he never left the class. If the employee returns to his prior classification within the sixty (60) days, he shall be required to pay any and all back dues.

B. Definition of Seniority

Section 1. Company seniority is established by the date of entry of an employee, accumulating only from the last date of hire.

Section 2. Classification seniority is the total length of service of an employee in a classification within a roster. A roster is a group of classifications established by the Company and the Union. An employee who skips a classification in his progress through a roster will be considered to have seniority of one day in the classification. A classification is one designated in the Schedule of Wages.

Section 3. Credit may be given for unusual situations by agreement between the Union and the Company.

Section 4. The Company will produce and distribute seniority rosters which will be printed and posted every six months and will indicate for each employee covered by this agreement:

- a. The employee's date of entry

- b. The employee's date of entry into his present classification RIPUC Docket No. 4770
Attachment PUC 1-33-6

Section 5. Any grievance or question concerning these seniority ratings shall be brought to the attention of the Company within thirty days of issue and not thereafter.

ARTICLE V - FILLING OF VACANCIES

A. Filling Vacancies

Section 1. Whenever there is a vacancy in a classification, a notice shall be posted at places accessible to employees affected, and shall remain posted for a period of seven days. This notice will give the title of the position, the rate of pay, the hours of work, the days of relief, an outline of the duties, the qualifications required and the name of the person to whom application is to be made. Applicants for the position shall apply in writing to the person designated in the notice within the seven day period of the posting. Qualification includes successful completion of applicable selection testing as described below.

Section 1a. As of May 12, 2013, any employee who has passed the CAST test is deemed to have passed the FAT test.

DEPARTMENT	TESTING REQUIRED
Overhead Lines	FAT
Underground	FAT
Substation O&M	FAT
Fleet	FAT & home grown tests for entrance and progression
Metering Services Roster A	FAT
Metering Services Representative	EEI Clerical Aptitude Battery
Metering Services Roster B	EEI Meter Readers Battery
Stores	EEI Clerical Aptitude Battery
Distribution Design	EEI TECH
Operations Clerk	EEI Clerical Aptitude Battery
Building Maintenance	FAT
Telecommunications Technician	Prerequisite Associates Degree

Section 2. With the exception of the Distribution Design Department, as of 5/12/99, employees who have passed the Bennett Mechanical will be deemed to have passed FAT or TECH.

Section 3. Further, with the exception of employees seeking to enter Substation O&M, any employee, as of 5/12/99, holding a title for which FAT is required will be deemed to have passed FAT in future job bids.

Section 4. The Company agrees to offer the FAT and TECH tests once a year without the requirement of having postings on the board.

Section 5. Applicants who are qualified by fitness and ability will be selected for the position in the following order of seniority:

- a. The applicant having prior accumulated seniority in the classification within the platform*.

- b. The applicant with the greatest classification seniority, lower classes in the roster in order within the platform*.
- c. The applicant with the greatest Company seniority in the group covered by the agreement within the platform*.
- d. The applicant having prior accumulated seniority in the classification within the group covered by this agreement.
- e. The applicant with the greatest classification seniority, lower classes in the roster within the group covered by this agreement.
- f. The applicant with the greatest Company seniority in the group covered by the agreement.

Note: *The “platform” as identified is currently Brockton and all satellites derived from Brockton and Malden and all satellites derived from Malden.

Section 6. The Company shall determine the fitness and ability of all applicants for new or different positions. In the determination of the fitness and ability of an employee, the desire and ability of an employee to advance to higher classifications in the roster will be contributing factors. This provision is subject to Article XVI. of the contract, Settlement of Disputes.

Section 7. If there are no applicants or no applicants who are qualified by fitness and ability, except in beginner's classifications, the Company shall post the notice of the vacancy a second time. Applicants will be selected in the same manner as for the first posting. The Union may waive this requirement of a second posting.

Section 8. If, after the second posting, or if it has been waived, there are no applicants qualified by fitness and ability, the Company will make an initial courtesy posting among all bargaining unit employees. Positions will be awarded to the most senior highest rated qualified candidate. Seniority will be based on Company time. The Company will determine applicant’s fitness and ability in accordance with the following:

- EEL, FAT or other specified testing
- All qualifications listed on the posting
- “Fully Meets” or better on the most recent performance appraisal
- No active formal PD step
- No active Pay-For-Time-Worked steps, second interview and above

If there are no qualified bargaining unit employees for a posted position, the Company may post and fill the job in accordance with the existing Courtesy Posting policy. With the exception of temporary employees in the Northborough Contact Center, temporary employees in positions covered by this agreement will be afforded consideration for open positions prior to external candidates being selected. Non-selection under this section will not be subject to the Settlement of Disputes Article (or any other rights) within the CBA.

Section 9. The Company shall award the accepted qualified applicant of the position within one week after the expiration of the posting period.

Section 10. The Company will release accepted applicants of any job posting no later than forty-five (45) days after the expiration of the posting period. In the event the Company is unable to release the applicant due to a critical business need, the Company will notify the Union President and discussions will take place to set a schedule for release. The current practice to insure the employee receives the proper seniority date in the new progression will continue.

Section 11. An employee transferred to a classification shall have at least thirty days in which to qualify. If he fails to qualify, he may return to the classification from which he came with no loss of seniority in that classification, but he will not accumulate any seniority in the classification in which he failed to qualify. He shall not have the right to bid for this same position for a period of ninety days thereafter.

Section 12. If, in the opinion of the Company, an employee transferred to a classification is competent and qualified, he shall not have the right to bid for any previous classification, until there is a vacancy.

B. Progression

Section 1. The progression timetables and requirements for various departments and classifications are contained in reorganization agreements and Attachment R of the Memorandum of Understanding dated May 12, 2003, and Item 18 of the Memorandum of Understanding dated May 12, 2007, which are hereby incorporated by reference. Unless specified otherwise in those agreements, the type and context of examinations to be given will be jointly determined by the Union and the Company. They will also be jointly administered.

Overhead		Substation O&M		Underground	
2/C	24 months	2/C	24 months	2/C	12 months
3/C	15 months	3/C	18 months	3/C	15 months
Apprentice	3 months	Apprentice	6 months	Apprentice	9 months

Customer Meter Services		Fleet		Design	
MW-A	24 months	2/C	24 months	Sr. Designer	
MW-B	24 months	3/C	12 months	Designer A	60 months, degree requirement
				Designer B	24 months, degree requirement

Telecommunications		Stores	
Sr. Technician		Material Handler B	60 months
Technician 1/C	36 months		
Technician 2/C	30/36 months		
Technician 3/C	18/24 months		
Tester	6/12 months		

Section 2. For all progression requirements, all long-term absences due to sickness or disability (6 days or more) plus any other unpaid absences, exclusive of time off on union business, which in the aggregate exceed 5% of the established progression time, will be carved out of progression time. In such cases of delayed progression, upon the ultimate move to the next progression step, the employee's classification date will be adjusted as if the carve-out had not occurred.

C. Cross-Rostering

Section 1. Cross-rostering will be done on an intra-district basis as defined in these negotiations. It shall be applicable to all rostered personnel within a district contingent upon non-priority work or lack of work, as determined by management, existing in one department and a need in another.

Section 2. Cross-rostering will be used to fill jobs on a temporary basis due to such things as illness, vacation, temporary peak work periods and temporary jobs.

Section 3. Cross-rostering shall not be used to fill permanent vacancies. These vacancies will be posted.

Section 4. Cross-rostered employees will receive the higher of their rate or the rate of the job to which they have been cross-rostered.

Section 5. In the case of the up to three-day assignment, the Company reserves the right to select the junior qualified individual. This shall be the junior person in the roster which has non-priority work, unless he has previously been disqualified. When a person has been disqualified, the reasons for the disqualification will be discussed with the Union. At local option, a pre-canvass list may be provided.

Section 6. Cross-rostering assignments may be made for periods of one day or less without prior notification. This shorter term cross-rostering will be utilized to make more efficient use of manpower and to respond to work load. An individual employee could not be given more than two cross-rostering assignments in one day outside his normal classification.

Section 7. In the case of longer assignment, the method of selection will be determined at the local level either through canvass or seniority as long as a qualified individual is provided.

Section 8. In rosters with automatic progression, a person cross-rostered will be given additional time equal to the period of his cross-roster assignment to qualify for advancement. Further, the date of his advancement shall be retroactive to the date he would have been advanced if not cross-rostered.

Section 9. Cross-rostering of employees will not interfere with their previously approved vacation periods or to change an employee's shift or days of relief.

Section 10. Cross-rostering for one day or less without prior notification will not cause displacements or change existing agreements or practices such as assigning the junior qualified employee or use of personal vehicles.

D. Roving

Section 1. Roving will be applicable to all employees, except those in the Clerical department (for Clerical positions Reference MOU Attachment K4).

Section 2. Roving personnel and work assignments shall not be restricted by Union jurisdiction.

Section 3. Management will determine needs and schedules and advise Union Business Agents or local Union Presidents when a decision is made, but in no case less than seven calendar days. The one exception to this may occur in the Stores Department when operating problems require shorter notification. In the case of shorter notification, the existing local practice will continue.

Section 4. Base work of district to be determined by Management and reviewed annually with the Union, and will be reviewed quarterly if there is a change.

Section 5. Roving is optional for 50% of all first class and rated employees who are on the roster as of March 21, 1978.

Section 6. All Roving assignments will be related to standard classification duties.

Section 7. All Roving personnel may be co-mingled with local personnel on job assignments.

Section 8. Mandatory roving will be limited to 70 miles per the Rand McNally Guide and Per Diem Schedule.

Section 9. Roving assignments will be rotated where possible on a 6-8 weeks schedule, and hardship cases will be reviewed on a local basis.

Section 10. Leap-frogging will not be a standard practice; however, Management reserves the right to effectively respond to System needs, caused by unscheduled priority work.

Section 11. Roving personnel will be from the nearest district if manpower and schedules are available/suitable.

Section 12. All Roving personnel will work the scheduled hours of the district requesting the manpower. Management will attempt to accommodate alternate Union proposals wherever possible.

Section 13. Roving personnel assigned to another district, previous to or at the time of any emergency within the district, will not be considered an outside crew for application of the Emergency Storm Work Premium, unless assigned to emergency work for more than 24 hours.

Section 14. Roving personnel will be eligible for overtime as it relates to the assigned work or project. No matching overtime obligations apply in receiving area.

Section 15. Roving personnel will be eligible for emergency overtime at their normal base provided they have personal tools readily available.

Section 16. Incidental or short-term absenteeism of roving personnel may be filled, if necessary, from home base.

Section 17. There shall be no restrictions on the right of the Company to rove any of its employees into any area based on union representation status.

Per Diem Schedule*:

0 to 9 miles	\$10.08
10 miles but less than 20	\$22.40
20 miles but less than 30	\$33.60
30 miles but less than 40	\$44.80

		The Narragansett Electric Company
		d/b/a National Grid
40 miles but less than 50	\$56.00	RIPUC Docket No. 4770
50 miles but less than 60	\$67.20	Attachment PUC 1-33-6
60 miles but less than 70	\$78.40	Page 14 of 66
70+ (Optional)		

*The rates shown above shall be adjusted at each change in the IRS mileage reimbursement rate.

Section 18. Upon implementation of the new work management and time entry system, but no later than October 2004, except in extreme extenuating circumstances, per diems are to be paid tax free.

Section 19. The Districts may establish permanent satellite locations as may be necessary to accomplish area workload. Permanent means that the Company intends to conduct usual and customary business operations at such satellite locations as opposed to project or fixed time period operations. The Company reserves its usual rights to make changes in staffing levels and satellite locations.

Section 20. These satellites will be staffed via canvassing within the local union and district where established in accordance with mutually understood union boundaries. If unable to obtain the required staffing through a voluntary process, junior qualified employees will be assigned as necessary. Persons reporting to these satellites will not receive per diem payments.

Section 21. In the event that an employee so assigned to a newly established satellite location is, within one year of such assignment, subsequently roved to another work site pursuant to this language, per diems shall apply from the better of the former work location or the new work location for the duration of the rove.

Section 22. If, as the result of unforeseen circumstances, a satellite is discontinued prior to a year of operation, employees who had been assigned to that location will receive per diem payments as if they were roving from their base of operation to the new reporting location for the period of assignment.

E. Guaranteed Staffing And Use Of Contractors

Section 1. The Company agrees to attain staffing levels in the departments shown below, inclusive of employees in progression; no later than May 11, 2010. In reaching these levels, staffing shall be increased pro-rata from the prior agreement's specified staffing levels in each of the next 3 years, i.e. one third by May 11, 2008, two thirds by May 11, 2009 and the full amount shown below by May 11, 2010.

	<u>BayState South</u>	<u>North and Granite</u>	<u>Bay State West</u>	<u>Ocean State</u>	<u>Total</u>
Overhead	168	71	122	168	529
Underground	12	30	31	39	112
Substation O&M	31	26	38	43	138

The numbers in the table above represent union staffing levels for the UWUA locals in electric distribution. Any claim that the Company has failed to comply with staffing levels in the table shall be resolved in accordance with Article XVI Settlement of Disputes.

Section 2. In the event staffing levels fall below the pro-rated staffing levels for each term of the agreement, the Company agrees to post positions sufficient to reach the applicable staffing level within thirty (30) days. Further the Company agrees to post all non-VERO retirements from these departments during the term of this agreement.

Section 3. The Company will meet twice per year with each local union president or their designee to provide an overview of the Overhead and Underground work plan for the year. The Company's plans to use outside contractor crews. For other than pole setting, when contractor crews are utilized for work in the overhead or underground departments, the Company will offer four hours of overtime per week to an equal number of crews (rated workers) in that respective department. Trouble Shooters and Emergency Workers may be utilized to fill this compliment providing it does not interfere with their regular schedule and the company does not incur additional expense. The offer of four hours of overtime per week will be applied every other Saturday, or other non-Sunday day of relief for shift workers, as an eight hour shift. In order to facilitate the planning of the work to be performed, by Friday of the week prior to the week in which the overtime will be worked, the union will provide the names of the employees who will be working. In cases where the union was unable to fill the full compliment, the Company's offer obligation is completed. In the assignment of this overtime work, the Company agrees to prioritize cut-out replacement. When overtime is cancelled due to inclement weather, it will be offered at a later date. The Company is committed to increasing its use of employees for pole sets in order to achieve and maintain proficiency in this area. The aforementioned language will also be applicable to the Substation O&M department when outside contractors are performing maintenance work at substations.

Section 4. No later than May 11, 2010, the Company shall cease the use of platform contractors, which are those system crews staged on or off Company property who are assigned work that is day to day customer oriented. Thereafter, the Company and the Union will work jointly to identify an appropriate percentage of work to be performed by contractors. Any claim that the Company has failed to comply with this understanding shall be resolved in accordance with Article XVI Settlement of Disputes.

Section 5. Subject to the limits described in this section, it is understood that the Company reserves all of its rights relative to the assignment of work and the allocation of the work plan between employees and contractors.

Section 6. When the Company determines that contractors will be used, all other factors being equal, the Company will use contractors whose employees are represented by the UWUA.

Section 7. If National Grid USA Service Company is running a distribution line operation, such employees will be utilized prior to outside contractors.

ARTICLE VI - REDUCTION IN FORCES

A. Displacement and Bumping

Section 1. Displacement of employees due to a reduction in forces, in other than the lowest classifications, shall take place in order of classification seniority, an employee with the least classification seniority being downgraded first.

Section 2. An employee displaced from a classification shall enter the next lower classification in the same roster or line of progression, seniority unimpaired, and shall displace juniors in that classification.

Section 3. An employee shall be displaced from the lowest classification in a roster in order of Company seniority. The employee shall maintain unimpaired his seniority in any former classification with the right to displace juniors in that classification; or the employee will have the right to enter the

lowest classification of any roster even if it means the displacement or furlough of another employee, if their Company seniority is greater than that of the employee to be displaced or furloughed. The employee's classification seniority shall be the date the employee enters.

Section 4. In all cases of displacement, fitness and ability will be a determining factor in assignment under the above.

B. Furloughs

Section 1. Furlough of employees shall take place in order of Company seniority so that employees with the least seniority will be furloughed first. Furloughed employees' rights to recall will be based on fitness and ability in order of Company seniority. If recalled, they must accept in writing and report for work within seven days. Failure of employees to accept recall will result in forfeiture of all seniority rights and rights to recall. Furloughed employees who are not recalled within two years from the date on which their furlough begins shall have no seniority or recall rights except by agreement between the Company and the Union in each case.

Section 2. Courtesy postings for furloughed employees will be in accordance with Attachment XV of the Memorandum of Understanding of Items Agreed to During Negotiation of New Labor Agreement - May 16, 1995.

Section 3. Employees, who do not have job protection and are in a roster from which a furlough will occur, may volunteer to take a severance in accordance with the appropriate severance pay plan as described in Article IX (F, Section 14.). A canvass, by seniority, of the affected roster, will be conducted to identify volunteers.

C. Wage Reduction Plan

Section 1. While the Company has no present intention of laying off any employees, it is recognized that changes in the nature of the Company's business and other reasons which may or may not be anticipated at this time, may cause a reduction in forces or a layoff.

Section 2. However, no employee in the bargaining unit with 5 full years of service as of May 12, 2008, will be laid off or reduced in pay ("years" means actual elapsed time, not ERISA pension years). Such employees, when affected by a reduction in forces, may displace other employees of the Company pursuant to the Seniority Provisions. If reduced to a lower rated job classification, the employee is required to bid vacancies they are qualified to perform as they may occur in the former classification or in other higher rated jobs unless the Company and the Union mutually feel there are extenuating circumstances. All assignments will be made in accordance with the Seniority Provision of the contract. Any employee required to bid on a job in accordance with this paragraph who is the successful bidder, may elect to decline the job and remain on the job to which the employee has been displaced, but at the time of this election, the employee's pay shall be reduced to the rate of pay of the job to which the employee has been displaced.

Section 3. In the event that the jobs of employees with less than 5 full years of service as of May 12, 2008, are eliminated for any reason and the employees are subject to a reduction in forces or a layoff, the Union will be consulted and every attempt made to achieve the reduction by attrition. Such employees may displace other employees of the Company pursuant to the Seniority Provision. If no jobs are available within the Company, the Union and the Company will jointly review the situation and attempt to find a solution that will mitigate the layoffs or the effects of a layoff on affected employees. If

no such solution is agreed upon, layoffs will occur in accordance with the contract.

Section 4. Laid off employees may exercise rights described in the Severance Pay Plan. If an employee elects not to accept the Severance Plan, then they will 1) be eligible for recall and, 2) afforded employment opportunities for vacancies in other regulated and wholly-owned system companies in accordance with the rules for "Courtesy Posting For Furloughed Employees."

Section 5. All new entrants to the local on or after 5/12/2005 are displaceable by employees from other locals in the National Grid USA companies with job security pursuant to this section.

ARTICLE VII - HOURS AND DAYS OF WORK

A. Hours and Days

Section 1. Employees may be scheduled to work five consecutive eight-hour days or four consecutive ten-hour days, with consistent start and end times, Monday through Saturday. These schedules will be offered on a voluntary basis by classification to fill the need as determined by the Company. Off-shift schedules may be offered Monday through Saturday to no more than 30% of the rosters within the Division. Schedules will be posted in each local(s) within the Division. The Company will endeavor to equitably allocate the number of shift schedules among the local Unions within the Division. No one platform will have more than 35% of the rosters on off-shift schedules. Employees on long-term disability will not count toward the calculation of the percentage of employees for off shift coverage allowance by roster.

Inventory Management (Stores) and Fleet Management (Garage) will determine their staffing complements separately. Shifts will be scheduled within the following time bands:

1 st Shift:	6:00 a.m. to 7:00 p.m.
2 nd Shift:	12:00 p.m. to 12:00 a.m. (shift differential applies)
3 rd Shift:	9:00 p.m. to 8:00 a.m. (shift differential applies)

With the exception of Trouble Shooters, scheduled shifts for Overhead employees will occur during daylight hours.

Section 2. Metering Services may post up to 40% of the roster during the non-moratorium period and 25% of the roster during the moratorium period. Temporary Metering Service Representatives hired for collections during the non-moratorium period will be included in the roster employee count for purposes of determining off-shift schedules.

Section 3. On a permanent or seasonal basis, the Company may post revised schedules within the above time bands with 45 days notice. Schedules will be offered on a voluntary basis by classification to fill the need as determined by the Company. If there are not enough volunteers, the junior qualified individuals will be assigned. If a person assigned to an off-shift is unable by injury, illness or other limitations to work the off-shift schedule for a period of three weeks or more, then the Company shall provide the Union seven days notice to canvass for a replacement volunteer or the junior qualified will be assigned. In such cases, both the employee being back filled for and the employee back filling count toward the 30%. Under this agreement, off-shift employees assigned as Acting Supervisor are not eligible for back fill. The Worcester local agreement on back filling of the third shift will

continue as agreed. Employees in progression as a result of job postings on or after 5/12/07 will not count in the determination of the 30% schedule limit until such time as they are rated.

Section 4. The Company may create temporary schedules for special projects of at least one week but less than four weeks in duration and with 14 days advance notice. These schedules will be offered on a voluntary basis by classification. If there are not enough volunteers, the junior qualified individuals will be assigned. Special projects may include Sundays as part of the work schedule. A premium of 50% of base hourly rate will be paid for all time worked on Sunday. If less than 14 days notice is provided, the Company will pay the first 8 hours of the first shift at time and one-half.

Section 5. Schedule changes may also be implemented on shorter notice by mutual agreement.

Section 6. Physical workers in the Overhead Lines, Underground, and Substation O&M will be paid a 20-minute lunch period, at the job site, between the end of the third hour and the beginning of the sixth hour of the shift for 12 months of the year.

Section 7. During regularly scheduled working hours, work assignments for all employees shall not be restricted by union boundaries.

Section 8. The Company does not object to the exchange of shifts between personnel if such exchange does not involve overtime and is accomplished completely within the immediate payroll week.

B. Days of Relief

Section 1. Days of relief now established shall not be changed without good and sufficient cause. When new positions are created, days of relief shall also be established with such positions and shall not be changed thereafter without good and sufficient cause.

Section 2. Whenever employees are replaced in any class of work where continuous operation is necessary, the prevailing days of relief established with each assignment within such class shall not be changed without good and sufficient cause.

Section 3. In departments or groups where continuous operation is not necessary, every effort will be exerted by the Company to establish the days of relief in accordance with the desire of the employees.

Section 4. Employees will not be compelled to change their days of relief with other employees.

Section 5. If an employee is called in or assigned to switch on days of relief, he will be paid the minimum.

Section 6. If such employee is told to return later in the day to switch, he will be paid time and one-half for elapsed time.

Section 7. If, however, such employee is not required to return to switch but is free to go when he pleases after original switching without any obligation to remain available or return, there is no obligation to pay time and one-half for elapsed time in the event he is called in again to switch. In such a case, two minimums will be paid.

Section 8. The dispatcher or supervisor should make it as clear as possible whether the employee is:

- a. Required to be available and/or return later, or
- b. Free to go anywhere after the original switching with no obligation to remain available or return to do other switching.

If such employees are available pursuant to the Off-Hour Coverage provision, the two minimums will apply as in the past.

C. Off-Hour Coverage

Section 1. Employees required to stand by for possible call-in will be paid \$70 per day, Monday through Friday and \$85 on weekends and holidays, when so assigned on a daily basis. This premium is not applicable to sick time or vacation time. In the case where the notice is less than 24 hours from the start of the coverage period, the daily stipend will be increased to \$125 per day for all days in the coverage period.

Section 2. In the case of a holiday or holiday weekend, where the Company requires employees to be placed on stand-by, it will notify the local union at least 30 days in advance of the number needed and the local union will supply the names at least 48 hours prior to the start of the coverage period. If the Company does not notify the local union within 30 days of holiday coverage, the normal call out procedures will be followed. If the Union cannot fulfill the Company's request, the junior qualified individuals will be required to fill the request. The on-call responders will be given a pager and must respond within 10 minutes of the page. Holidays covered by this section are the named holidays (excluding floating holidays) those listed in Article X of the contract.

Section 3. Employees assigned to off-hour coverage on a holiday will be entitled to an additional holiday with pay.

Section 4. Work assignments for employees called in while receiving stand-by pay will be limited to the District boundaries.

Section 5. Telecommunications

An on-call stipend of \$250 per week will be paid to technicians who are assigned to weekly on-call.

Section 6. Employees who are assigned to off-hour coverage on a holiday will be entitled to an additional holiday with pay.

D. Inclement Weather Policy

Section 1. During rainy and stormy weather and unusually cold weather (10 degrees), the Line and Underground Departments shall not be required to work outside except in cases of emergency. Employees required to perform manhole work, during unusually hot weather (90 degrees F.), may exit the manhole to hydrate as needed. During unusually hot weather (90 degrees) the Line and Underground Department shall not be required to work in situations requiring rubber sleeves, except in cases of emergencies. For other classifications affected by exposure to the elements (rain and snow but not extremes of temperature), supervisors will attempt wherever possible to rearrange work schedules or assignments to avoid unreasonable exposure to extremes of weather.

Section 1a. During rainy and stormy weather and unusually cold weather (10 degrees F.), the Substation O&M department shall not be required to work outside except in cases of emergencies, customer (internal/external) commitment. During unusually hot weather (90 degrees F.) the Substation O&M department shall not be required to work in situations requiring rubber sleeves or the wearing of ARC Flash Ensemble, except in cases of emergency, customer commitment (internal/external) or load shedding.

Section 2. In the implementation of the Inclement Weather Policy, the parties agree as follows:

- a. Fog, mist and light precipitation are not considered to be rainy or stormy weather.
- b. A central temperature device (U.S. Weather Bureau standards) shall be utilized for each district. Employees affected shall be notified when the temperature becomes extreme. (10 degrees or 90 degrees F). A local shop steward or selected Union member may have access to the indicating thermometer or log. Location and type of temperature device will be determined by the Company per the U.S. Weather Bureau Standards.
- c. In all weather conditions, employees may be assigned any work which is within their skills and ability in protected locations. They will travel to and from the job site or location and load or unload vehicles. Work during hot weather (90 degrees) requiring the use of rubber sleeves will be done only in cases of emergencies.
- d. The following types of work will be performed outside in other than rainy or stormy weather and extremes of temperature:
 1. Street light work
 2. Switching and grounding
 3. Cable splicing (with protective equipment if necessary)
 4. Pulling cable
 5. Limited substation maintenance on de-energized equipment and V and O inspection
 6. Motorized patrol
 7. Trenching, installing conduits and conductors and foundations
 8. Substation construction on de-energized or isolated work
 9. Dead line work
 10. Pole sets without hand displacement of energized conductors
 11. Manhole/vault inspection and maintenance
 12. Material handling, delivering and unloading
 13. Snow removal and sanding incidental to operations
 14. Secondary work in support of customer commitments

None of the above 14 items are intended to require personnel to work on energized primaries. Number 2 is not intended to create dead line work and #'s 1 and 14 will require a two-person crew.

Letter of Intent Re: Inclement Weather Policy

It is the intent of the Company in the application of Item C of the Inclement Weather policy that Overhead and Underground line crews shall not be required to drive to the job site to perform outside

work when the outside temperature is below 10 degrees F unless the temperature will be above 10 degrees F. at the time of arrival at the work site.

E. Procedure On Rest Periods

Section 1. Employees who are on a regular fixed shift and required to work overtime during the eight (8) hour period just prior to the employee's regularly scheduled work day will be entitled to an aggregate of eight hours rest, (inclusive of travel time and scheduled lunch period). If such rest time and travel time extend into the normal workday, no deduction in pay will be made for the hours overlapping the normal workday. This rest time may be taken at the latter part of the normal workday. However, if because of interruption to service or any other need to maintain an adequate work force, the rest time is not possible in the next normal workday compensating time off, equivalent to the rest time, will be given at a later mutually agreed upon date.

Section 2. In any twenty-four hour period, an employee who has worked continuously 16 hours or more shall be entitled to eight hours rest (inclusive of travel time and established lunch period). If such rest period should overlap employee's normal workday, he shall suffer no loss of pay for time involved. However, if because of interruption to service or any other need to maintain an adequate work force, this rest period is not possible in the next normal workday then compensating time off will be given at a later mutually agreed date for the time which overlaps the normal workday.

Section 3. Under Sections (1) and (2) above, compensating rest time accrued, in excess of (16) hours, must be taken within a specific period of time, to be determined locally, after discussion between the union and management.

Section 4. In the administration of Rest Time, if it is required that an employee, in order to take his rest time on the same day on which it is earned, be expected to report for work for two hours or less of his regularly scheduled workday, he will be excused for the remainder of that scheduled workday. This does not apply to the application of deferred compensating rest time.

Section 5. In the administration of the Emergency Storm Work Premium (Article IX) wherein it states that the Rest Period Policy does not apply, it is intended that an employee who has worked continuously for 16 consecutive hours be given at least six hours rest and be paid at straight time rate for that rest time, but if it is not given, the employee will be entitled to compensating rest time at a later time for that part of the six hours rest time which was not given.

Section 6. No Shift Workers are included unless on a conventional fixed shift. If conventional fixed schedules are implemented for second and third shifts, rest time would apply to those as well.

Section 7. DOT reset rest time will be at the normal straight time rate of pay.

ARTICLE VIII - MEAL PERIOD

Section 1. A meal period of not less than thirty minutes nor more than one hour shall be arranged for employees, unless otherwise mutually agreed upon.

Section 2. The meal period shall be assigned between the end of the third hour after reporting for duty, and the beginning of the sixth hour after reporting for duty.

Section 3. Where the nature of the service requires continuous operation, eight consecutive hours may be worked during which twenty minutes shall be allowed for lunch at reasonable and convenient times without interruption to service and without deduction in pay.

Section 4. All T & D physical workers and Design Assistants and Technicians will be paid a fixed 20-minute lunch period between 12:00 noon and 12:20 p.m. at the job site for 12 months of the year.

Section 5. If an employee works hours that would occur during a meal period, they will be entitled to a paid meal period during the meal periods of 6:00 a.m. to 7:00 a.m., 12:00 p.m. to 1:00 p.m., 5:00 p.m. to 6:00 p.m. and 12:00 a.m. to 1:00 a.m. Paid meal periods will be provided every five hours thereafter for the duration of the emergency off hour work. However, employees engaged in emergency overtime work shall not work in excess of five hours unless granted a meal period without deduction in pay. If any meal period or meal periods are missed, one thirty-minute period of overtime will be added to actual hours worked.

Section 6. If, in the course of a normal workday, the employee works through the scheduled meal period, and he/she is unable to take the meal period prior to the end of the normal workday, he/she will be paid an additional one-half hour of overtime.

Section 7. For shift workers required to work extended days, the first meal period shall commence the same number of hours or fractions thereof after the end of their shift as is the case for day workers in the same department. For example, where the T&D department is on a 7:00 a.m. to 3:00 p.m. day schedule, the first meal period is two hours after the end of the shift. Therefore, Trouble Shooters working on shift would be entitled to their first meal two hours after the end of their shift.

Section 8. When a regular meal period is established, it shall not be changed without good and sufficient cause.

ARTICLE IX - COMPENSATION

A. Pay

Section 1. Effective on the dates indicated therein, wages shall be paid employees in each class of service in accordance with the Schedule of Wages, attached hereto and made a part hereof, showing classifications and the rated wage of each class subject to the conditions hereinafter contained.

Section 2. The following conditions shall control, limit, restrict and govern the application of said schedule:

- a. Upon the effective dates, each classification will receive the ultimate wage rate of the class except that the established increase will be applied: (1) to the ADJUSTED pay rate under the Disability Retrogression Pay Plan and the Wage Reduction Plan for employees hired before May 12, 2003, and (2) in all other cases where the rate on the effective date is either above or below the ultimate wage rate, to the ultimate wage rate. If upon the effective dates of said schedule the rated wage of any class exceeds the present wage of any permanent employee other than a probationary employee in the class, the wage of

such permanent employee in the class shall be increased to the ultimate wage rate of his class.

- b. When after the effective date of this Agreement, any permanent employee, other than a probationary employee, is promoted or transferred to any new or different position and the applicable rated wage of the class to which he is promoted or transferred exceeds the wage he is receiving when promoted or transferred, then the wage of such permanent employee shall be increased to the ultimate wage rate of the class to which he is promoted or transferred.
- c. It is intended that in no event shall the resulting wage exceed the rated wage of the applicable class established by the Schedule of Wages attached hereto and made a part hereof.
- d. New employees hired on a permanent basis during the term of this agreement will receive a wage that shall be not less than 75% of the ultimate rate for the class of work to which they are first assigned, promoted or transferred during their probationary period. After a period of six months of continuous employment and the completion of the probationary period, employees will then receive an increase in wages to the ultimate rate of their class.
- e. Although some employees are now receiving more than the rated wage in their classes, and although it is not the present intention of the Company to reduce the wages of such employees unless they are demoted or transferred to new or different positions, nothing contained in this agreement shall obligate the Company to continue to pay such employees more than the rated wage in their class, except as set forth in the Wage Reduction Plan or the Disability Retrogression Pay Plan.
- f. When employees are temporarily assigned to higher classes of work for periods of three hours or more, they shall receive the higher wages for the full day. If assigned for periods of less than three hours, but more than one-half hour, they shall receive the higher wages for actual time worked.
- g. Effective May 12, 2013, red circled employees will receive the applicable general wage increase on their actual pay rate.

B. Premiums

Section 1. Shift Differential

Employees assigned to classifications requiring work on shifts shall receive, in addition to their regular rate, a premium of 7% of the employee's straight time hourly rate for the time worked on the second (evening) shift and on the third (night) shift. This applies to overtime only if the employee is filling a vacant shift; to call-ins only if the employee is filling a vacant shift; it would apply to vacations; it would apply to holidays if a holiday fell on the employee's scheduled shift; and it would not apply to sick time.

Section 2. Sunday Premium

A premium of 25% of base hourly rate (for three shifts that predominantly occur on Sunday) will be paid for all time worked on Sundays and added for each hour worked if part of the employee's regular shift. This will apply to overtime only if the employee is covering a shift; to call-ins only if the

employee is covering a shift; it will apply to vacation; it is not applicable to holidays; and will not apply to sick time.

Section 3. Premium Wage for High Structures

A premium of \$2.00 per hour or \$16.00 per day will be paid for the day to an employee who climbs at least once to a height of 85 feet or over. This will apply to overtime, if the employee is so assigned; to call-ins, if the employee is so assigned; it will not apply to vacations; it is not applicable to holidays, and it does not apply to sick time.

Section 4. Acting Supervisor Premium

A premium of \$3.00 per hour will be paid. The determination of the individuals to take this voluntary assignment shall be by mutual agreement of the Company and the Union. This premium will apply to overtime, when assigned. This premium will apply to holidays if the upgrade would have occurred but it will not apply to sick time. On a voluntary basis, rated employees with proper training may be assigned to direct outside crews during a major restoration period. The individuals so assigned will be done so by mutual agreement and will be paid the Acting Supervisor premium. This premium will apply to overtime, to holidays if the upgrade would have occurred, but it will not apply to sick time.

Section 5. Training Premium

A premium of \$3.00 per hour will be paid to Crew Leaders who are responsible for the direction of training crews. In addition, the 1/C worker will receive an upgrade to Crew Leader when so assigned. A training crew is defined as three or more OHL apprentices or 3/C lineworkers. The determination of the individuals to take this assignment shall be by mutual agreement of the Company and the Union. This premium will apply to overtime, to holidays if the upgrade would have occurred, but it will not apply to sick time.

Section 6. Second Day Of Relief Premium

- a. An employee who works on his second day of relief will be paid double time for all hours worked, providing the employee has also worked on the preceding first day of relief. This applies to overtime; this applies to call-ins; it is not applicable to vacations; it is not applicable to holidays; and it is not applicable to sick time. If the second day of relief occurs on a holiday, the holiday premium only will be paid and these premiums will not be pyramided. For Monday to Friday workers, for the purposes of this premium payment, the first day of relief is Saturday and the second day of relief is the next succeeding Sunday.
- b. For shift workers, or those on any other schedule, the first day of relief and the second day of relief will be as allocated according to the payroll workweek.
- c. This second day of relief is based on a five-day workweek fulfilling the weekly work requirements with two other days, usually consecutive, being considered days of relief. Therefore, any workweek not filling this basic requirement will have to be considered specially.
- d. This second day of relief premium applies to all consecutive days of relief worked beyond one.

Section 7. Emergency Storm Work Premium for Overhead Lines (Reference Attachment D, Page 56)

- a. It is sometimes necessary to assign employees of the Overhead Lines Department outside their District because of severe storms causing extensive interruptions to service.
- b. When these employees are so assigned to work outside their district for a period of more than 24 hours, including travel time, the method of payment will be as follows:
 1. The physical workers so assigned, will be paid for working time at the rate of one and one-half times their regular straight time rate, and for rest time at their regular straight time rate.
 2. The Rest Period Policy will not apply during this emergency work when employees are being paid under (a), but every effort will be made to give employees adequate rest time.
 3. If a holiday occurs during this assignment, working time shall be paid for at the rate of two and one-half times their regular straight time rate and rest time at the regular straight time rate.
 4. When the assignment is completed and the employees have returned to their own district, the normal method of payment and rest time procedures will be in effect.
 5. The Overhead Lines Department physical employees in the working area of the district to which outside System employees have been assigned, will be paid according to the same premium method as the assigned crews and the rest period application will be the same beginning at the time the first outside crew arrives in the district and continuing until outside crews have left the area when the normal method of payment and rest period procedures will be in effect.
 6. A Construction Services crew, working previous to and at the time of the emergency within a district, will not be considered to be an outside crew for the determination of (5.) above.

Section 8. Emergency Storm Work Premium - Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments (Reference Attachment D, Page 56)

- a. It is sometimes necessary for employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments to work extended hours because of severe storms causing extensive interruptions to service.
- b. When employees in the Overhead Lines Department work outside of their district due to such conditions and they qualify for the payment of the "Emergency Storm Work Premium", which is provided for in this agreement, the Company's method of payment to employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service departments working in the district receiving outside crews will be as follows when they work the extended hours set forth below:
 1. Employees in the Stores, Fleet, Operations Engineering, Metering Services and Customer Service Departments, who are assigned to work twelve (12) consecutive

hours or more during such times will be paid for their working time at the rate of one and one-half times their regular straight time rate.

2. Such employees will not receive any pay for rest time during such times, and they shall only be entitled to receive the pay set forth in paragraph (c) above when the Overhead Lines Department employees working outside their district are entitled to receive emergency storm work premiums.
3. The Rest Period Policy will not apply during this emergency work when employees are being paid under (c), but every effort will be made to give employees adequate rest time. It is intended that an employee who has worked continuously for sixteen hours be given at least six hours rest. If it is not given, the employee will be entitled to compensating rest time at a later time for that portion of the six hours rest time which was not given.
4. Work schedules will be changed when necessary to meet the service restoration requirements. The Company does not intend to change shifts to avoid paying regularly accruing premiums on days of relief or holidays.
5. Employees in the above named departments when assigned as outside physical workers will be paid under the provisions of the Emergency Storm Work Premium - Overhead Lines, subsection (5).

Section 9. Emergency Out of Town Assignments

It is imperative that the Company has the ability to respond to all regions with additional help in an expeditious and safe manner during emergencies. In order to accomplish this, the Company proposes:

- a. Overhead, Underground, and O&M Workers will have a bag packed at their work location with appropriate clothing, toiletries, etc, so as to be able to go out of town on emergencies for at least four days. The Company will provide a one time stipend of \$40.00 to those groups of workers. Employees without a packed bag will not be eligible to go out of town.
- b. Out-of town assignments will be limited to fully rated Line Workers, Splicers, and O&M workers. The assignment of lower-rated workers will be made only after all available, fully-rated workers are engaged.
- c. Only workers with valid and updated CDL licenses, including updated DOT medical certificates, are eligible for out-of-town assignments.
- d. Workers attending or training at any National Grid Training facilities will not be eligible for out-of-town assignments unless determined by the Company.
- e. For advance notice of out of town assignments, employees called six hours or more in advance of the start time will not receive compensation from the time of the call. Employees called with less than six hours prior to the start time will be paid from the time of the call and acceptance of work.
- f. Twenty-four hour DOT reset time will be at straight time.

- g. Employees assigned to work in emergencies in companies not affiliated with the System will be paid during this emergency assignment the prevailing straight time rate of the foreign company for their classification if it is higher, but this does not apply to the rate of pay or working condition.

C. Overtime

Section 1. Employees subject to this agreement shall receive time and one-half for all work that does not occur within their regularly scheduled workday or work week; employees normally scheduled to work more or less than eight hours within a day shall be paid overtime at the rate of one and one-half times their regular rate for all work that does not occur within such scheduled hours; provided that no employee shall be paid both daily and weekly overtime on account of the same hours of overtime worked.

Section 2. Employees who work on their regularly scheduled days of relief shall be paid overtime at the rate of one and one-half times their regular rate.

Section 3. All overtime hours worked on Sunday will be compensated at the rate of double time.

Section 4. Overtime shall be computed on the actual minute basis for all service performed in excess of the regularly scheduled hours of duty.

Section 5. Response To Overtime

- a. Because of the nature of our business, and our need to provide 24-hour a day service to our customers, it is necessary that employees work a reasonable amount of overtime - planned and unplanned.
- b. Troubleshooters or the Shift Workers shall be the primary response to emergencies. If additional employees are required then those on stand-by pay shall be used. If additional employees are necessary, the call list process described below shall be utilized.
- c. Employees shall furnish an acceptable means of off-hour contact by telephone.
- d. Utilizing a rotating call list procedure:
 1. If the local union Response to Overtime response rate is equal to or greater than the response rate below, then the entire local call list in the district will be called first, followed by the call list for the secondary platform applicable to the town involved as designated by the Company.
 2. If the local union Response to Overtime response rate is less than the response rate below, then the local platform call list will be called first (but not the entire local), followed by available employees already responding to other emergencies in other local union areas, followed by the call list for the secondary platform applicable to the town involved as designated by the Company. Shift workers responding to emergencies may only work incidental overtime outside their local.
 3. The response rate standard for the Overhead Lines, Underground and Substation O&M departments is 30%.

4. The lack of response records of employees will be reviewed on a periodic basis. Consideration will be given to the number of instances, the reasons for lack of response and the average response record of the employees in the department. If, as a result of this review, management considers that an employee's lack of response record is excessive, the employee will be reminded of his or her obligation to share in necessary overtime in an informal meeting with his supervisor. A continuing unsatisfactory response record will result in a formal meeting with the employee (with Union representation), and the employee will receive a written warning. A continued unsatisfactory response record may result in more severe disciplinary action.
5. For this purpose, the measure is calculated as the percent of calls made which result in a report to work. Employees who have worked 400 hours or more overtime in the preceding twelve months will be deemed to have met the standard regardless of acceptance rate to call outs and will not be subject to intervention consequences. Overtime hours resulting from an out of town storm restoration assignment to a non-National Grid affiliated company will not be counted towards the 400 hours. This standard is to be measured on a going-forward basis only in 6 month increments ending each calendar quarter following an adequate notice period to all affected employees. Employees who do not respond to a call will be charged with an instance for lack of response (exception - employees who are out on authorized absences). Employees shall not be charged with more than one instance in a twenty-four hour period or on consecutive days of relief. Employees unable to respond due to DOT regulation requirements and employees out on authorized absences will not be charged with non-response if called.
- e. In the event the Company cannot get required resources from the procedure described above, supervisors and contractors may be used.

Section 6. Minimum Payment For Certain Overtime

- a. Employees subject to this agreement shall be paid a minimum of three hours pay at time and one-half or overtime pay for actual hours worked, whichever is greater, for each time called out during unscheduled hours.
- b. This minimum shall not apply in any case where employees are assigned to work continuous overtime from the end of their regular workday or planned overtime one hour or less immediately prior to the beginning of their regular workday. Overtime rate for actual time worked shall be paid for this continuous time.
- c. If such employee is scheduled in advance for overtime work on a day of relief, he will be paid the minimum if the overtime work is canceled unless he is notified of the cancellation prior to the close of the preceding regularly scheduled workday. If no such notice is given, the employee will report for work as scheduled, unless otherwise notified.
- d. If such overtime is scheduled on a regular workday, the minimum will apply unless the employee is notified of cancellation prior to the end of such regular workday.

- e. When an employee is called out during unscheduled hours, he will be credited with the time reasonably required beginning at the time the call is made to travel from his home to the station or job and back to his home.

D. Clothing

Section 1. It is agreed that it will be the practice to replace damaged clothing when it is ruined in unusual or extraordinarily dirty jobs.

Section 2. Employees in the Overhead, Underground, Substation O&M, Metering Services (Roster A, Meterworker C, and MSR) T&D Inspectors,, Utility Technician departments will be provided initial fire retardant clothing allowances of \$915 and annual allowances of \$340. The allowances will be available at the beginning of each fiscal year (April), with the next allowance to be made on April 1, 2014. Any employee with an allocation balance equal to or greater than three times the annual allocation will not receive an allowance for that year. Contractual allowances will be indexed to the average price increase, if any, during the term of the agreement.

Section 3. The Company agrees to increase the annual cleaning allowances as follows:

Overhead and O&M	\$ 125.00
Underground	\$ 225.00

Section 4. In the event that OSHA adopts a standard requiring change to our Nomex clothing policy, the Company agrees to meet with the Union to discuss implementation of such revised standard.

Section 5. Effective May 12, 2013, an annual protective footwear allowance (paid in one installment) of \$200 will be provided for employees in the following departments: Overhead, Underground, Substation O&M, Stores, Facilities, Fleet, Metering Services (Rosters A&B), Central Meter Test, Distribution Design and Telecommunications. All protective footwear will comply with ANSI Z41 having an impact rating of 75, compression rating of 75, and electrical hazard rate (ANSI Z41 part 91 I/75 C/75 EH).

Section 6. Meter Reading

Meter Readers will receive an annual clothing allowance of \$200 and an initial startup allowance of \$500 for new Meter Readers. All Meter Readers are required to wear the Company-supplied uniform. Uniforms may not be worn outside of work assignments and must be returned to the Company upon leaving the department. Employees are responsible for wearing and maintaining their uniforms in a clean and orderly fashion. Any uniform grandfathering in the Metering Services department is terminated.

Section 7. Facilities

On or before August 1, 2013, the Company will establish accounts in the amount of \$200.00 and then on April 1 of each year an annual allowance of \$200 will be provided for Facilities (non-clerical) personnel. All Facilities personnel are required to wear the Company-supplied uniform. Uniforms may not be worn outside of work assignments and must be returned to the Company upon leaving the department. Employees are responsible for wearing and maintaining their uniforms in a clean and orderly fashion.

E. Miscellaneous

Section 1. The personal mileage reimbursement rate is the per mile rate established annually by the IRS.

Section 2. The Company will reimburse employees for 100% of the premium cost of licenses required by employees as a condition of employment in their classifications. The reimbursement is based on the cost of licenses and endorsements.

Section 3. Tools

The Company furnishes tools necessary for work it requires to be done, except where it is a recognized practice for workmen to furnish their own kit of tools, such as carpenters, machinists and Fleet mechanics.

Section 4. Mandatory Direct Deposit: Effective July 1, 2014

F. Benefits

Employees subject to the provisions of this agreement shall be eligible for and entitled to the benefit plans listed below as set forth in "*Your Employee Benefits*" and "*Your Benefits At Retirement*" as modified by the Memorandum of Agreement dated May 12, 2007, all of which are incorporated into this agreement. During the term of the Agreement, the Company will maintain the type of benefits listed under existing terms, but only to the extent such existing terms specifically relate to represented employees' benefit formulas, contribution amounts or schedules, prescribed health and welfare benefit levels, and /or type of health care delivery options (for example, PPO and POS). Otherwise, the Company maintains sole discretion to manage and administer all benefits, including, but not limited to, matters such as the delivery of benefit, the selection of insurers (except for POS plans), trustees or administrators, funding, investment management and the process and procedures for benefit processing.

Section 1. Final Average Pay Pension Plan II

The Company pays the full cost of this plan.

Section 2. Defined Contribution Pension Plan

All employees hired on or after May 12, 2013 will be enrolled in a Defined Contribution Pension Plan fully described in the Memorandum of Understanding dated May 11, 2013. Full Plan details are shown within the Memorandum of Understanding. Core Contributions to the Plan, paid for by National Grid, are shown in the Formula:

Core Contribution Formula Based on Age and Years of Service

Core Contribution Plan Schedule	
Employee's Age + Years of Service (Total Points)	Percentage of Eligible Pay
0 – 34	3 %
35 – 44	4 %
45 – 54	5 %
55 – 64	6 %
65 – 74	7 %
75 – 84	8 %
85+	9 %

After 30 years of service, Core Contribution is set at 4.5% of eligible pay

Section 3. Incentive Thrift Plan

a. Company Match

100% of the first 2% of base pay
50% of up to the next 4% of base pay

- b. Effective January 1, 2004, the hardship suspension period is reduced from one year to six months, an after-tax savings feature will be added to the plan, and a year end match true-up will be implemented. Effective as soon as practical, the Company match will follow the employee's contribution, and all restrictions on current balances of National Grid ADR's will be eliminated. Effective September 1, 2007, employees can elect to make their contribution on either base or all pay.

Section 3. Active Employee Health Care

- a. Effective January 1, 2014, the Company contribution percentages for health insurance are:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%

The Health New England (HNE) POS will be eliminated.

The Medical Opt Out will be eliminated.

- b. Effective January 1, 2015 a High-Deductible Health Plan (HDHP), with a Company contribution of 90%, will be made available and an employee funded Health Spending Account (HAS) will be created by the Company.

The Company will be implementing Pharmacy Management Programs for prescription drugs.

- c. In the event of a work stoppage, health care benefits will be available for purchase on the existing group rate schedule.
- d. In structuring the applicable prices for the options above, the risk pool will be consolidated with all plans, all employees, at all locations. Prices will be set to offset the effect of adverse selection, and prices for each of the options will be the same for employees across the Company. The PPO rate projection will be generated in aggregate with the PPO and POS claims in the same way as has been done in the past.
- e. The Company agrees to solicit a bid for stop loss protection for the National Grid members. When the lowest available price is established, it will be included in the rates prior to the application for the 80/20 cost sharing. All incurred individual claims above \$250,000 (two hundred fifty thousand dollars) in a 12-month renewal time frame will be removed from both the renewal calculations in setting the rates and the true up calculations effective January 1, 2008.
- f. Prices for the health care choices will be set on a current cost basis with a true-up process to take place after the completion of each calendar plan year which will refund or

surchARGE to employees a portion of the excess cost or savings realized under the program.

- g. In advance of the open health plan enrollment, National Grid USA agrees to solicit bids for medical and prescription drug coverage on behalf of all UWUA employees at National Grid USA. Any change in benefits, vendors or providers shall be by mutual agreement.

Section 4. Dental

- a. Dental benefits will be available to all employees regardless of the health plan they are enrolled in on a voluntary basis. Effective January 1, 2014, the Company contribution for dental is as follows:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%

- b. Effective January 1, 2008, the annual maximum benefit is increased to \$2,000.
- c. Dental coverage terminates at retirement.

Section 5. Disability Insurance

- a. The Company contribution to the premium shall be as follows:

5/12/03	\$51.62
7/01/03	\$73.97

- b. Any additional cost to be borne by the employee. Any amount by which the Company contribution exceeds the insurance premium will be refunded in payroll to employees who are receiving gross wages.
- c. Effective with disabilities commencing on or after 1/1/00, the maximum benefit that an employee will receive is 60% of base pay per month.
- d. The Company agrees that if a disabled employee was denied benefits by the insurer after the first twenty-four months of disability, and the Company could not provide employment for the individual, and the individual had acquired the total of age and years of service totaling 60 at the time the employee began receiving Long Term Disability payments, the employee will be eligible for an early medical retirement under the conditions outlined in the Memorandum of Understanding of Items Agreed to During Negotiations of New Labor Agreement March 12, 1984.

Section 6. Basic Group Life Insurance

The Company pays the full cost of this plan.

Section 7. Optional Group Life Insurance

The employee pays the full cost of this plan.

Section 8. Retiree Health and Life Insurance

- a. Effective August 1, 2003, upon retirement:
 1. The retiree life insurance benefit is reduced immediately to \$12,500. Employees hired after May 12, 2007 are not eligible for post-retirement life insurance.
 2. The Company contribution to post-age 65 coverage is modified as per Item #6 to the May 12, 2007, Memorandum of Agreement.
- b. Those employees eligible for the VERO, as outlined in Attachment I. to the May 12, 2003 Memorandum of Agreement, will retain the current benefit design at any retirement date.

Section 9. Broken Service

- a. The following rules regarding the reinstatement of prior service for crediting to sick pay, vacation time and service awards shall be in effect:
 1. If the prior period of regular full-time service was five years or more, then that service is now automatically and immediately recognized. Only years and months of actual full-time service should be counted.
 2. If the prior period of regular full-time service was less than five years, and the break in service was less than five years, then the prior service is recognized after one year of future service. Only years and months of actual full-time service should be counted.
 3. In all other cases, no credit for prior service shall be given.
- b. Rules for the crediting of service after a break in service under the pension plan are contained in Section 4.07 Reemployment in the Final Average Pay Plan II.
- c. Effective 5/12/99, employees must make specific claim for this adjustment and must supply as much information as possible to the Company.

Section 10. Educational Reimbursement

- a. It is the present policy of the Company to reimburse regular full-time employees with more than one year of continuous service, for 90 per cent of the net cost of both tuition and required textbooks for courses which are reasonably related to their present or prospective future work with the Company. Courses taken to satisfy established degree requirements as a qualification for bargaining unit positions will be reimbursed at 100%. Course approval in each case will be determined by the Company on the basis that both the employee and the Company will benefit from the additional schooling. The courses must be taken outside of working hours and must not interfere with regular work.

1. Procedure for Application

The employee must complete an application form available from the Employee Relations Department and submit it to his supervisor so that it may be approved prior to the starting date of the course.

2. Procedure for Reimbursement

- a. The employee should resubmit the approved application, upon completion of the course within the normal time specified, with passing grades as determined by the school. A certificate or other formal report from the school that the course has been successfully completed together with a final statement of costs for tuition and textbooks must accompany the application.
- b. The Company will reimburse regular full-time employees, with more than one year of continuous service, for 90 per cent of the net cost of tuition, required textbooks and fees for courses which are reasonably related to their present or perspective future work with the Company. Such reimbursements will be paid at the beginning of the school semester. Appropriate documentation will be required to demonstrate the actual cost of tuition, books, and fees. The employee will be required to provide documentation of successful completion of the course. In the event that the course is not successfully completed, the Company will recover the previously reimbursed amounts for that course.

NOTE: The employee must still be employed by the Company when reimbursement is requested. The Company will make payments only to the employee. Such payments are considered as wages by the Internal Revenue Department and are subject to withholding taxes for Income and Social Security purposes.

Section 11. Dependent Care Assistance Plan

Benefits are as described in "*Your Benefits Program.*"

Section 12. Workers' Compensation Benefits

- a. The Company will pay the entire cost for benefits payable under State or Federal Workers' Compensation laws for disability caused by occupational injury or disease whether such benefit payments are made entirely by an insurance company or in part by State and Federal Authorities.
- b. Workers' Compensation checks are made payable directly to the employee by the insurance carrier.

Section 13. Scholarship Program

The National Grid Scholarship Program is available to all employees. Future program continuation, termination, or changes is at the full discretion of the Company.

Section 14. Severance Pay Plan

Except as provided below, the Company will pay severance benefits to eligible employees as follows.

a. Basic Severance

1. Regular employees who have completed three (3) years or more of continuous service and who are permanently released from employment because of reasons beyond the control of the employee concerned shall be given an allowance of one (1) week's base pay at the rate of pay at the time of release for each full year of continuous service. An employee shall not be required to accept severance pay. He shall have an option, effective up to two years following the date he receives from the Company, notice of termination, to accept or not to accept severance pay. In case he elects not to accept severance pay, he shall not lose his reemployment rights, but shall retain all reemployment or other privileges which the contract between the Company and the Union or which the practice of the Company provides.

b. Enhanced Severance

1. If the employee signs the required Agreement and Release, benefits will be as follows:
 - a. Regular employees who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of two week's base pay at the rate of pay at the time of release for each full year of service (pension service basis).
 - b. Up to one year Company contribution towards COBRA health coverage.
 - c. \$4,000 gross for retraining or education reimbursement during first year following severance.
 - d. Election period of 90 days

c. Severance benefits shall be in addition to any earned vacation benefits for which the separated employee is eligible.

d. Severance Pay Benefits Shall Not Apply to Employees:

1. Discharged for just cause
2. Retiring from the Company (including early medical retirement)
3. Leaving on leave of absence
4. In the event of death

Section 15. Moving Expenses

The Company will pay reasonable moving expenses if they are necessary and the moving is required by the Company.

Section 16. Perfect Attendance Program

Permanent employees, following one (1) full year of continuous employment will be entitled to a reward for each Calendar Year during which there are no absences except those due to jury duty, vacations, bereavement and union leaves of absence.

First year of perfect attendance, one (1) additional floating holiday and one hundred fifty dollars (\$150) will be awarded.

Second consecutive year of perfect attendance, one (1) additional floating holiday and two hundred twenty-five dollars (\$225) will be awarded.

Third consecutive year or more of perfect attendance, one (1) additional floating holiday and three hundred seventy-five dollars (\$375) will be awarded.

Awards are paid out the following year. Floating holidays are to be scheduled the same as the current vacation policy.

ARTICLE X - HOLIDAYS

Section 1. Employees subject to the provisions of this agreement shall receive normal straight time compensation on New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, plus two floating holidays.

Section 2. In addition to the listed holidays, the last scheduled workday before Christmas will be a holiday. However, in order to maintain service, minimum forces must be maintained in most functions and employees required to work on that day will observe the holiday on the last scheduled workday prior to New Year's Day. For those shift operations requiring continuous coverage, the last weekday (Monday through Friday) before Christmas will be considered as the holiday for payroll purposes. For other than shift employees, a choice of either the day before Christmas or the day before New Year's can be made 60 days prior to the holiday.

Section 3. If employees work on such holidays in their normal schedule, they shall receive in addition to (Section 1), one and one-half times their straight time hourly rate for all hours worked in that schedule.

Section 4. If employees are assigned on such holidays to work hours outside their normal schedule (normal schedule on days of relief being hours worked in last regularly scheduled day) they shall receive two and one-half times their straight time hourly rate for all hours worked.

Section 5. If an employee is not paid for the week in which a holiday occurs, he shall not receive holiday compensation with the exception of an employee still on the active payroll but absent due to sickness or injury.

Section 6. If, on a holiday, which falls on a regularly scheduled day, an employee is absent during a sick pay period, his pay for the day will be charged as holiday pay.

Section 7. If an employee is absent but receiving vacation pay or authorized funeral leave, and the holiday occurs on his normal workday, the employee shall receive either an additional day off with hours to be designated by the Company or normal straight time hourly compensation for one day.

Section 8. If an employee is on a "no work-no pay status" he shall receive holiday compensation only if he works the scheduled workday prior to and subsequent to the holiday unless the Company and the Union are satisfied by convincing evidence that such absence was justifiable.

Section 9. All eligible employees shall be paid for hours not worked on recognized holidays the wages or salary they would have received if such holiday had not occurred.

Section 10. Under normal conditions, an employee will receive one day's pay as a result of a holiday falling on his day of relief. If the employee desires to have compensating hours off in lieu of pay for the holiday, his supervisor will endeavor to arrange for a day off that is mutually agreeable and is consistent with the employee's wishes and the workload.

ARTICLE XI - VACATIONS

Section 1. Effective January 1, 2008, vacation shall be accrued over any ten months during the calendar year. For 2007, vacation accrues from June 1 through December 31 except that in the event an employee is absent for two months or less at any time during calendar year 2007, he/she shall receive a full accrual for 2008. No month of absence can affect more than one vacation accrual period.

Section 2. Employees continuously employed prior to January 1 for less than one year, but more than six full months, will be entitled to a vacation with straight time pay of two normal working days for each full month of employment in excess of six months prior to January 1.

Section 3. Employees, on January 1 following one year of continuous service will be entitled to two weeks' vacation with straight time pay.

Section 4. Employees, on January 1 of the year in which they complete of five full years of continuous service, will be entitled to three weeks' vacation with pay in that year.

Section 5. For each full year of service beyond ten years, employees will be entitled to one additional day of vacation for each full year of service completed between years 11 and 14.

Section 6. Employees, on January 1 of the year in which they complete fifteen full years of continuous service, will be entitled to four weeks' vacation with pay in that year.

Section 7. Employees, on January 1 of the year in which they complete twenty full years of continuous service, will be entitled to five weeks' vacation with pay in that year.

Section 8. Effective January 1, 2008, employees will have the option to buy up to five additional days of vacation for the year subject to the applicable program rules and IRS limits.

Section 9. Vacations will be granted according to schedules approved by the Company and insofar as possible, seniority will govern. One of the three weeks, two of the four weeks and three of the

five weeks of vacation for those employees who are eligible may be scheduled by the Company at any time during the calendar year which is mutually agreeable.

Section 10. Employees on long-term disability will not count toward the calculation of the percentage of employees for vacation allowance by roster.

Section 11. Rate of Vacation Pay

An employee will be paid during vacation the normal wages or salary that he would have received if he had worked including premiums regularly accruing except that:

If, within three months prior to January 1 in any year, the rate of pay of an employee is reduced, then the rate of vacation pay for the number of days vacation allowed will be based on the average of the normal weekly wages or salary of the employee for the fifty-two weeks prior to January 1 of the year in question, or for the period of employment for employees working less than a year prior to January 1 of the year in question.

Section 12. Employees who work a cumulative total of twelve weeks or more in higher rated classifications during the preceding calendar year will be paid vacation pay at such rates or at the rate of their current classification, whichever is greater.

Section 13. An employee may select his entire vacation consecutively providing the selection beyond the normal two weeks does not cause a hardship to other employees or cost the Company abnormal overtime payments.

Section 14. It is agreed that where it has been the practice to allow employees to take their vacations less than a week at a time, such practice will be continued, provided that the granting of such vacation shall be subject to the Company's right to approve vacation requests.

Section 15. In the event employees are unable to take their earned vacation prior to December 31 of any year because of sickness or injury, such vacation will be scheduled at a time set by the Company in the following year. At the request of the Union and subject to the possibility of operating conditions which make the granting of such requests inadvisable, an employee may reserve all or part of a vacation but not less than one week in one year to be taken in the following year. The rate of pay for such vacation will be that of the originally scheduled period.

Section 16. It is agreed that if a death in the immediate family occurs during a vacation, the days falling within the Funeral Leave procedure will not be charged to vacation time.

Section 17. In the event of an emergency, when an employee has been called in to work from his vacation, that is, he has completed his last scheduled day of work before vacation and has actually begun his vacation, this policy is as follows:

- a. If such an employee desires to reschedule the days of vacation interrupted by the emergency, he should be paid straight time for work during normal scheduled hours and time and one-half for work outside the scheduled hours.
- b. If such employee desires not to reschedule these days of vacation interrupted by the emergency, these days worked will be considered to be similar to a holiday and all hours worked on these interrupted vacation days will be paid for at two and one-half times the straight time rate.

Section 18. In order to encourage and reward response to call-outs, employees in Overhead Lines, Underground and Substation O&M departments meeting certain overtime hours worked and response to call-out percentages will receive additional vacation pay as described below:

- a. For each 12 month period ending on September 30 of each year, the number of hours of overtime worked and the response rate to call-outs will be determined for each employee. In the following calendar year, additional vacation pay in the form of hours at time and one-half per vacation week shall be paid as shown in the table below.

Call-out Response Rate	Hours Added to Weekly Vacation Pay			
30 %	3	5	6	7
25 %	2	4	5	6
	100 - 199	200 - 399	400 - 599	600 +
	Hours of overtime Worked in a Year			

- b. Additional work is needed to determine how this increment would be calculated for vacation taken in less than full weeks, but it would be applied pro-rata.

Section 19. Payment of Vacation Pay to Employees Who Leave Employment

- a. Employees who leave the employ of the Company prior to completion of twelve months of continuous service will not be paid for unused vacation days.
- b. Employees who leave the employ of the Company after at least one full year of continuous employment, will be granted pay for their unused vacation for the year (at straight time) and, in addition, vacation pay (at straight time) at the rate for each full month employed after January 1st (and not to exceed the maximum) as follows:

<u>Years of Employment in the vacation year</u>	<u>Days Pay For Each Mo. After Jan 1</u>	<u>Maximum Working Weeks</u>
1-4	1	2
5-14	1 ½	3
15-19	2	4
20 or more	2 ½	5

- c. In the event an employee has been off the payroll for two months or less in any calendar year, on the following January 1, the full vacation entitlement applicable the number of completed years of service in that calendar year will be posted.

Section 20. Vacation Policy – Malden Platform

- a. The usual vacation period is from June 1st to October 1st.
- b. Vacation dates are arranged by the department head and are at all times subject to:
 1. Exigency of work within the department
 2. Seniority

- c. In special cases where work is not interfered with, vacations may be arranged for outside of the usual vacation periods, i.e., prior to June 1st or subsequent to October 1st of any year.
- d. An employee of less than one year's continuous service, whose employment ends before a vacation has been taken, shall not be entitled to a vacation allowance.
- e. An employee discharged for cause is not entitled to a vacation or to vacation rights set forth in this statement.

ARTICLE XII - SICK PAY, DISABILITY AND MEDICAL LEAVE OF ABSENCE

A. Sick Pay

Section 1. Occupational & Non-Occupational Disability Benefits

- a. For a temporary non-occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shows in the Schedule of Wages applicable to the position held at the commencement of the absence will be paid for not longer than 40 hours, or the equivalent of one week's scheduled work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.
- b. For a temporary occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shows in the Schedule of Wages applicable to the position held at the commencement of the absence will be paid for not longer than 80 hours, or the equivalent of two week's scheduled work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.
- c. In the case of an employee who has performed substantial amounts of work under more than one approved wage or salary rate prior to his disability, consideration will be given to the amount of work performed in each such class in establishing the rate to be paid during the disability.
- d. Limit on amount of benefits - the determination of the number of hours during which salary or wages will be paid for such temporary disability shall be computed at the beginning of each week as follows:
 - 1. From the total number of hours of pay to which the employee is entitled, based on his completed years of service to that date, deduct the total number of hours, of disability for which the employee received wages or salary during the preceding 52 consecutive weeks.
 - 2. The foregoing limit shall be applied separately to:

- a. Disabilities caused by sickness or non-occupational accident and
 - b. Disabilities of an occupational nature.
3. Both shall not be combined for the purpose of determining the number of hours during which salary or wages may be paid; i.e., an employee with ten years of service is entitled to a maximum of 400 hours of sick pay as well as 800 hours of pay less Workers' Compensation Benefits.
- e. The Federal Family and Medical Leave Act (FMLA) requirements are accepted by the parties. As such, all sickness absences beyond 3 consecutive scheduled workdays shall be deemed to be FMLA and subject to all applicable documentation and certification requirements. Failure to obtain the required certification will result in the absence being classified as non-FMLA.
 - f. No sick pay benefits will be paid beyond 3 consecutive scheduled workdays for periods of disability during which the employee is not under treatment by a recognized physician or practitioner. No wage or salary payments will be made by the Company to any employee for disability resulting from the neglect or refusal of such employee to observe the Company's established safety rules or regulations if such employee has previously been warned.
 - g. The Management may, in its discretion, withhold payment of wages or salary during periods of disability from employees who engage in work other than for the Company or its affiliates.
 - h. With the exception of absences deemed to be covered by FMLA, nothing herein contained will be construed to prevent the Company from placing employees on a pay-as-you-work basis if an employee's absenteeism record justifies such action.
 - i. Sick pay allowance is payable directly by the Company to the employee unless otherwise directed.
 - j. For employees who have exhausted the sick pay benefits described above and are not on "Pay-For-Time-Worked," the seven day waiting period under the Short Term Disability plan is waived.

Section 2. Coordination of Benefits

- a. Company sick pay is fully offset by any and all statutory disability benefits. By mutual agreement, the Company may waive recovery of such benefits. In those locals where the Company is recovering Rhode Island TDI benefits, the Company agrees to reimburse employees for the cost of the Rhode Island TDI tax by a single payment in each January for the prior calendar year.
- b. Wages or salary will not be payable whenever the disability of the employee is the result of an occupational or non-occupational accident which permits the employee to recover damages from a third party. Pending the outcome of settlement of his claim, subject to the limitations set forth in paragraph d. (Article XII , A., Section 1.), under Occupational & Non-Occupational Disability Benefits, appropriate wages or salary will be paid on

condition that the employee agrees in writing on the form provided for this purpose to reimburse the Company to the extent provided for in such form. Attachment PUC 1-33-6

- c. In the event an employee is to be paid any wages or salary for a period of disability arising from an industrial accident for which he subsequently receives Workers' Compensation weekly payments, he shall be required to agree in writing that if the wage or salary together with the Workers' Compensation payments aggregate (for the period of disability for which both payments are made to him) more than his normal weekly wage or salary, he shall reimburse the Company for the excess.
1. The Company agrees to provide employees who have received both sick pay and Workers' Compensation benefits, 1.) Notice of such duplication within 45 days from the date of the first Workers' Compensation benefit, 2.) full payroll records reconciling the amounts of such overpayment and 3.) the opportunity to make reasonable repayment arrangements for repayment which in no case will require repayment over a shorter time than the period of time during which the duplication occurred. Failure to provide notice under #1, above, is a waiver by the Company of its right to recover such benefit.
 2. If an employee injured in an occupational accident makes a lump sum settlement with the insurance company in lieu of his receiving weekly Workers' Compensation Benefits, the benefits to which he may be entitled from the Company shall be computed for the period of his disability as though he were receiving weekly compensation benefits.
 3. In any case of a disability resulting from aggravation or relapse of a previous disability for which the employee has made a lump sum compensation insurance settlement and as the result thereof is ineligible for further Workers' Compensation Benefits, the salary or wages payable by the Company shall be computed as though the injured employee was receiving such compensation benefits.
 4. The Company will distribute the Workers' Compensation brochure to all claimants with lost time in the mailing of the first check. All employees submitting an accident report will receive the letter from the Workers' Compensation administrator as referenced in May 12, 2003 Memorandum of Understanding.

B. Health Services

Section 1.

Health Services is responsible for determining when an injured or ill employee is well enough to return to work and what type of work he should be returning to. Health Services will contact the family physician, see the patient, if necessary, and make whatever tests are necessary.

Section 2.

All employees who have been out for more than 3 consecutive scheduled workdays must notify Health Services before returning to work and obtain proper clearance. The applicable local union president will be provided a copy of the return to work paperwork.

Section 3.

If there is disagreement between the employee's physician and the Company Health Services Department, arrangements should be made for the Union representatives to talk with one of the Company physicians as soon as possible. If there is still disagreement between Health Services and the employee's treating physician on any matter pertaining to return to work or restrictions, it may, upon request of either party, be referred to a third physician, whose decision will be final and binding upon all parties. The third physician will be selected by Health Services and the employee's physician. If they are unable to agree upon the third physician, a joint request will be made to the Dean of Harvard Medical School for choice of a third physician in special field involved. In the event a third physician is appointed, Health Services and the employee's physician will have the right to submit the medical history of the employee and all other relevant information in their possession.

C. Testing and Examination

Section 1. DOT Compliance Physicals

DOT compliance physicals must be performed either by Health Services or one of its designated providers.

Section 2. Blood Lead Testing

Blood lead testing for the Underground department is mandatory.

Section 3. Drug & Alcohol Testing

The DOT Drug and Alcohol testing policy provides for termination of employment upon the second positive test, with a required second test during rehabilitation no later than 45 days following the initial positive test. When the Medical Review Officer determines that an employee's urine specimen is dilute, a mandatory retest will be conducted. A positive drug or alcohol test older than seven years will not be considered as a strike under this language. The Company agrees to work with its health plans to achieve maximum possible acceptance of EAP or other intervention counselor's prescribed treatment plans for employees testing positive. Employees with one or two strikes through 60 days following initial announcement of this change will continue to be subject to prior policy provisions.

Section 4. Veterans Medical Examinations

When a veteran receives a written order from the proper government agency requiring examination or treatment at a specified time and place for war-incurred injuries, effective at this date, the Company is willing to allow the time required for such examination. Such time as is allowed will, however, accrue as sick time under this Article.

Section 5. Other Medical Examinations

Other medical examinations that may be required by an employment-related regulatory requirement will be carried out or arranged for by Health Services.

D. Disability Retrogression Pay Plan

Section 1. Non-Compensable Disability

- Attachment Page 4 of 6
- RIUC Docket No. 07-06
- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is not receiving Workers' Compensation Benefits, the Company shall provide him with work provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- b. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of disability for which he is not receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- c. The employee's pay rate in either case shall be determined by the PLAN shown below.

Section 2. Future Retrogressions

- a. Less than fifteen years of continuous service at the time of retrogression
1. An employee with less than fifteen full years of continuous service with the Company at the time of retrogression shall receive the higher of (a) the Ultimate Base Rate of the new job classification, or (b) the ADJUSTED pay rate based on the percentage of their base rate at the time of retrogression as indicated in the schedule below.
 2. The employee's pay rate shall be reduced to the Ultimate Base Rate or the ADJUSTED pay rate in steps as indicated in the schedule below to reach the new Ultimate Base Rate or the ADJUSTED pay rate exactly. The first step reduction shall occur at the time of retrogression.

Full Years Of
Continuous Service At
Time Of Retrogression

Pay Adjustment

0 – 4

Reduction to rate of new job
by three annual reductions
unless wage protected

5 – 9

Reduction to rate of new job
by four annual reductions
unless wage protected

10 – 14

Reduction to rate of new job
by five annual reductions
unless wage protected

- b. Fifteen full years or more of continuous service at time of retrogression

An employee with fifteen full years or more of continuous service with the Company at the time of retrogression shall retain the ultimate pay rate of the classification from which he is retrogressed.

Section 3. Past Retrogressions

- a. Any employee who comes under the PLAN but whose date of retrogression occurred prior to the effective date of the new PLAN shall receive an ADJUSTED pay rate that is equal to their current pay rate. The new ADJUSTED pay rate shall become effective the date the new PLAN goes into effect. If such employee is again transferred to one or more lower rated classifications, the ADJUSTED pay rate upon such transfer shall be computed as outlined under, Future Retrogressions.
- b. If applying the new PLAN to such employees (using the date of retrogression) would produce a higher rate of pay, they shall receive the higher rate as their ADJUSTED pay rate.

Section 4. Compensable Disability

- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits, the Company shall provide him with work, provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- b. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be discharged. The employee's pay rate in either case shall be determined as set forth under Section 1, Non-Compensable Disability, except that the following shall apply:

If, at the time of retrogression, the employee is receiving compensation for partial disability, the Company will pay such amounts so that the employee's total compensation from the Company and from such Disability Benefits will never be less than the ADJUSTED pay rate.

Section 5. General Provisions Applicable to Non-Compensable and Compensable Disability above

- a. The date the employee commences work at his lower classification shall be considered as the date of retrogression.
- b. In all computations, only FULL YEARS of service shall be used.
- c. ADJUSTED pay rates established under the PLAN shall be figured to the nearest cent except where the rate figures exactly to a half-cent.

- d. An employee receiving an ADJUSTED pay rate under the PLAN shall hold the title of his new job classification with the word "SPECIAL" appended thereto.
- e. The Health Services Department of the Company in all cases shall cooperate with each employee's family physician and in the event of disagreement as to the employee's condition and ability to perform the work of any particular class, the case shall be referred to a recognized specialist or clinic in the field of medicine involved, whose opinion will be final and binding upon all parties.
- f. No change in GROUP INSURANCE classification shall result from such retrogression.
- g. The Company may, in its discretion, withhold the provisions of this PLAN from employees who also engage in work for other than the Company or its affiliates.
- h. An employee transferred to another classification under this PLAN shall be assigned without posting the job.
- i. References to continuous service in the Company shall include service with affiliated companies.
- j. When the Health Services Department, in accordance with the Disability Retrogression Pay Plan, decides that an employee should be retrogressed for physical disability, the local officers of the Union should be notified before the employee is told.
- k. It is the understanding of the parties that in the application of the Disability Retrogression Pay Plan where it provides in subsection (h) above, as follows:

"An employee transferred to another classification under this PLAN shall be assigned without posting the job" that the meaning is to include the same right expressed in the Wage Reduction Plan to displace employees of the Company pursuant to the Seniority Provision.

E. Procedure On "Pay-For-Time-Worked"

Section 1. Probationary Employees

- a. Each non-FMLA absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee should be allowed to become permanent.
- b. Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than mere loss of sick pay and the Union should be advised of this action.

Section 2. Permanent Employee

a. The Record

Whether an employee should be called in for discussion of his poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number of non-FMLA absences (frequency), total days lost, exclusive of authorized non-FMLA absences (personal time, civic duties, union business, etc.) pattern of non-

b. First Interview

1. When such an interview is held with an employee whose job is covered by a labor agreement, the department head will invite the Union to be represented at the meeting. No less than 3 days prior to the first interview meeting on absenteeism, the Union will be provided with the number of instances of the non-FMLA absence for the employee(s) involved.
2. In the first meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve or he may be put on a pay-for-time-worked basis. A continuing bad record may mean the individual is not employable.
3. This step will take place after 2 instances of non-FMLA absence in a rolling 12-month period.

c. Second Interview

1. The absentee record will be subject to monthly review, and if there is no substantial improvement after the warning, the department head should call in the employee and tell him that his attendance record continues to be a problem and that unless there is sufficient improvement, he may be put on a pay-for-time-worked basis and he may ultimately not be employable. No less than 3 days prior to the second interview meeting on absenteeism, the Union will be provided with the number of instances and number of days of the non-FMLA absence record of the employee(s) involved. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 3 instances non-FMLA absence in a rolling 12-month period.

d. Third Interview - Pay-For-Time-Worked

1. The absentee record will be subject to monthly review and if there is no substantial improvement, the employee will be placed on pay-for-time-worked. He will also be told that he may not be employable. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 4 instances of non-FMLA absence in a rolling 12-month period.

e. Follow-Up

1. Failure to Improve - The absentee record of an individual on a pay-for-time-worked basis will be subject to monthly review, and if no substantial improvement is observed within one year, a discussion between the department head, the Employee Services Department and the Union should be held to determine what action, if any, should be taken.
2. Improvement - If the employee's absentee record improves to the point where it is no longer considered excessive for a six months' period*, then the department head may restore sick pay benefits to the employee. If the employee's absentee record improves to the point where it is no longer considered excessive for one year, then the department head will restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if his record again becomes poor, he will be put back on a pay-for-time-worked basis subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review, and he again has to be placed on a pay-for-time-worked basis, this action will be for an indefinite period. Again the employee should be reminded that a continuing bad record may mean the individual is not employable. If sick pay benefits are restored as a result of this second review and the employee's record is satisfactory for a further period of one year, the warning will be removed from the employee's record, and the employee and the Union will be given written notice of this action.

*Exception: In case of dramatic action on the part of the employee designed to eliminate his absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

3. Definition of Pay-For-Time-Worked - An individual on a pay-for-time-worked basis shall not be eligible for sick pay benefits from the Company, except for sick pay benefits related to an occupational injury or illness.
4. General - On occasion, an employee may feel that the Company is questioning the legitimacy of his declared illnesses. This is not the case. The above procedure is based on excessive absenteeism which is a matter of record. Therefore, this procedure would not cover an instance where an employee is known to have falsely claimed a non-FMLA absence due to illness, nor would it cover a situation where an employee failed to properly notify the Company of his absence.

ARTICLE XIII - LEAVES OF ABSENCE

A. General

Section 1. After five years' service, an employee may be granted an unpaid leave of absence not to exceed five weeks and such leave of absence cannot be given more than once in five years except in unusual circumstances.

Section 2. All such leaves may be granted for reasonable cause, may not require more than reasonable extra costs to make the necessary adjustments, and decisions regarding them, while open to discussion with the Union, are wholly subject to management discretion.

Section 3. An employee with five years' service may be allowed, at the option of management, to take a maximum of one year's leave of absence without pay. Employees, while on such leave of absence, will not accrue any service toward pension, vacation, sickness, or any other items affected by length of service.

Section 4. Payment Of Wages For Other Time Not Worked

- a. No deductions will be made from wages or salary of eligible employees for approved absences for personal reasons and for approved civic duties, as in the past.
- b. No employee will be paid wages for time lost or not worked due to habitual tardiness or other unauthorized personal absence.

B. Military

Section 1. Amount and Period of Wages While on Certain Military Duty

- a. Eligible employees who are members of the National Guard or on the reserve list of any branch of the Federal armed forces and who are required to attend training camps for two weeks of training, will be paid their normal week's leave with wages or salary for two weeks, but up to three weeks, depending upon the orders, in any one calendar year. Wages or salary payable while in such military training will be computed on the same basis as vacation pay.
- b. No deduction from wages or salary will be made for absence when ordered out for parade, rifle practice or special peacetime military duty. Wages will not be paid for training assignments other than as noted in paragraph one. Such order must be addressed to the employee and be signed by his commanding officer.

Section 2. Guaranteed Holidays While on Certain Military Duty

- a. Since eligible employees will be absent up to three weeks with pay the absence at camp will be considered Military Service Leave. If a holiday falls in that week on his usual day of relief, his compensation would be for forty-eight hours or a normal workweek plus one day.
- b. It will no longer be required that an employee take his vacation in connection with military duty in order to receive pay for military duty.

Section 3. Military Leave of Absence

The wartime policy with respect to permanent employees who are granted a leave of absence to enter service in the armed forces, established by memorandum dated February 2, 1942, and Sections 1-D-3 (dated 7/20/45) and IV(E) dated 4/2/45 of "Plan for the Reemployment of Returning Veterans," is hereby terminated. The following policy should be adhered to in the future for permanent employees

liable for military service under existing laws and entering service in the armed forces (whether inducted or by voluntary enlistment) for three months or more.

Section 4. Status of Employees

Eligible employees who are activated for a period exceeding their normal 2 or 3 week annual training period, will be granted a leave of absence for the period the employee is required to remain in the service as prescribed by law and such leave will not be construed as a break in the employee's continuous service record.

Section 5. Suspension of Compensation

The compensation of employees will be suspended during the period of leave of absence.

Section 6. Vacation Allowance

At the time of entry into the services of the armed forces, employees shall be paid only for vacation accrued, but not taken, to the date the leave of absence begins. Upon return to active employment, such employees will be allowed a vacation in the year of return equal to that which they would have been entitled to if employment had been continuous, except that if the employee returns to active status so late in December that it is not possible to take the full vacation prior to the end of the year, he shall be allowed the remainder of the month as vacation. In no event will any employee receive more than his normal vacation allowance in any year through payment for accrued vacation or vacation taken.

Section 7. Group Insurance and Medical Care Benefits

- a. Group Life Insurance, Group Accidental Death and Dismemberment Insurance, Weekly Health Benefits and medical care plan membership will be suspended during the leave of absence period except that:
 - 1. Group Life Insurance will remain in force for 30 days after the date on which leave of absence begins, during which period employees may exercise the right of conversion outlined in Group Insurance certificates.
 - 2. Family membership in a medical care plan may be maintained during the period of leave of absence by direct payment to these agencies.
- b. Upon return to active employment, the above coverage and benefits shall be reinstated without the customary waiting periods.

Section 8. Group Annuities

If an employee is a participant in the Insured Group Annuity Plan at the time of entrance into the services of the armed forces, employee contributions (paid by the employing company) and Company contributions will be suspended during the period of leave of absence and consequently, no annuities would be purchased during this period.

Section 9. Rights of Returning Veterans

a. We have agreed upon the following policy re-employment rights of employees returning from military service:

1. If upon leaving for military service the employee was in a roster with a line of progression, our existing policy will continue to apply, e.g., the employee will be entitled to the job in the roster he would have been entitled to if he had remained in active service of the Company. If such employee is unable to qualify for such job upon promotion, his seniority date will be adjusted when he does advance as in the past.
2. If upon leaving for military service the employee is in an entering class which is in a single class roster (with no progression), upon return from such service, he will have the right to select a job in the lowest class in another roster which he could have had if he had remained in active service of the Company and displace a junior in such class. Upon promotion to a higher class in that roster, his seniority date will be adjusted in the same manner as in the above paragraph.

C. Amount And Period Of Wages While On Jury Duty

Section 1. Full normal wages or salary will be paid to eligible employees while absent from work for jury duty.

Section 2. Full normal wages or salary will be paid to eligible employees while absent from work when subpoenaed to testify or participate in any court case or administrative proceeding, or when subpoenaed to appear before anybody having the legal authority to require the attendance of witnesses by service of legal process. The provisions of this section shall not apply to any proceeding in which:

- a. An employee is suing the Company.
- b. An employee has filed a charge or claim against the Company with an agency of the government which has resulted in the holding of a court or administrative hearing in which the Company is the respondent or defending party.
- c. Any Union is a party and causes the issuance of a subpoena to the employee to require his testimony or presence, unless the Company and the Union are both plaintiffs, defending parties or respondents in the matter.

Section 3. Wages or salary that the employee would have received if he had worked will be paid except that in the case of employees who have performed substantial amounts of work under more than one approved wage or salary rate prior to such duty, consideration will be given to the amount of work performed in each such class in establishing the wage or salary rate to be paid during such duty.

Section 4. Employees drawn for jury duty, whose days of relief are other than Saturday or Sunday, generally should not be required to report for work on Saturday and/or Sunday. If, however, because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report.

Section 5. If an employee on jury duty is excused for one day or more he is expected to call his supervisor and inquire whether or not he should report for work. The supervisor's decision shall be final.

D. Funeral Leave

Section 1. In the event of death of a member of the family of an employee, the Company will grant reasonable time off without loss of normal straight time compensation for all scheduled work days falling within the three-day period next following the date of a death in the immediate family (wife, husband, same sex spouse, same sex domestic partner, children, step-children, daughter-in-law, son-in-law, parents, step-parents, sister or brother, step-sister or step-brother, parents-in-law) or in the immediate household. For other members of the family (grandparents, grandchildren, nieces, nephews, brother-in-law, sister-in-law and aunts and uncles) one day without loss of pay will be granted if the funeral is held on a scheduled work day.

Section 2. More time in individual cases, due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of local management.

E. Union Business

Section 1. The Company agrees to grant to permanent employees such reasonable leaves of absence, without pay, for the transaction of official union business of the Union, in such numbers and for such length of time as the Company may determine. Any such employee who returns to the employ of the Company at the expiration of his leave of absence, will be credited with the seniority that such employee would have had if he had remained in active service with the Company during the leave of absence, and shall be assigned to the classification in the roster to which such seniority entitled him, provided such employee is then qualified by fitness and ability to perform the work of such classification.

Section 2. As soon as practical following the implementation of the new payroll/HR system, the Company will establish a new pay status which will apply during times the employee is on an authorized absence for union business with pay at the expense of the union- the status which is referred to today as Union-No Pay. The Company will then make payment of regular pay for such authorized day(s) as though the employee worked for the Company and then invoice the applicable local union on a regular basis for the costs of such regular pay plus payroll taxes, Thrift Plan Match, and any other items which are additional costs that are not currently paid by the Company in connection with this unpaid time.

Section 3. Payment from the union will be required within 30 days of invoicing. Repeated or recurring non-payment or late payment by any local will result in termination of this arrangement for that local.

ARTICLE XIV - SAFETY

Section 1. It is the aim of the Company and the Union to promote safety and health of the employees and to prevent accident and health hazards, and the Company and the Union agree to cooperate to this extent.

Section 2. The System agrees to participate in a joint committee established to discuss uniform safety, health and sanitation standards. This committee is to make advisory recommendations for System acceptance.

Section 3. A joint Union/Management Safety Committee will be formed to meet bimonthly to discuss safety problems.

Section 4. Class II rubber sleeves and gloves will be worn when working on energized primary conductors and equipment. The Union will participate in the selection process for rubber sleeves for New England companies. The Company will issue a policy on the appropriate use of sleeves to all operating departments within the next three months.

Section 5. The testing cycle of Class II rubber gloves will change from one month to 90 days.

Section 6. Work group leaders will conduct a pre-job briefing before the start of each job assignment. The crew leader will sign each pre-job briefing form, and the crew will affix their initials indicating their attendance at the briefing.

ARTICLE XV – DISCIPLINE AND DISCHARGE

Section 1. Upon the written request of the Union made within ten days from the date upon which an employee has been disciplined at the written reminder level or above, suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt of the foregoing request, the Company will inform the Union of the reason for the suspension or discharge.

Section 2. The hearing will be conducted by the department head or manager within ten days of the written request, and if exonerated, the employee will be reinstated without prejudice and compensated for any loss in wages. At the hearing, the Union shall represent the employee so disciplined and may present witnesses. When hearings on discharge require further attention through the grievance procedure, a grievance meeting will be held at the third step level within ten days of the hearing.

ARTICLE XVI - SETTLEMENT OF DISPUTES

Section 1. While this agreement is in effect, there shall be no authorized or sanctioned cessation, retarding or stoppage of work because of any dispute which may result from an interpretation of this agreement, or from any cause whatsoever. It is further agreed that any employee represented by the Union an/or subject to the terms and conditions of this agreement who, without the authority or sanction of the Union, voluntarily absents himself or herself from work because of any dispute or demand may be denied further employment or suspended at the option of the Company.

Section 2. Any dispute arising during the term hereof shall be treated as a grievance and every reasonable endeavor shall be made to settle such dispute by agreement between the Union and the Operations Manager or Division Director of the Company.

Section 3. Disputes and grievances shall be handled with the aggrieved employee with the Shop Steward in the following steps: first, with the supervisor or foreman; second, with the department head; and third, with the Union and the Operations Manager or Division Director of the Company, or his representative. Grievances continuing beyond the first step shall be in writing for the records of the Company and the Union, and shall be presented in quadruplicate on forms to be provided by the

Company. Grievances will be answered within fifteen days if possible; if not the Local will be notified and given the reason for the delay.

Section 4. All grievances not settled under the procedure outlined above and other differences arising between the parties relative to wages, hours, conditions of employment or other matters mentioned in this agreement shall at the request of either party, be referred to arbitration to an arbitrator mutually agreed upon by the parties, whose decision shall be final and binding. Each party shall bear its own arbitration expense. Compensation of the arbitrator shall be borne equally by them. In case the parties are unable to agree upon the choice of an arbitrator, then the arbitrator shall be chosen from a list of arbitrators to be supplied by the American Arbitration Association.

Section 5. Multiple or unrelated grievances shall not be arbitrated simultaneously, in the same hearing, before the same arbitrator except by mutual agreement of the parties.

Section 6. The provisions of this Article shall not apply to probationary employees.

Section 7. The parties agree to participate in a so-called “last best offer” pre-arbitration conference upon request of either party provided that such conference must be requested in time for the arbitration to be cancelled without cost to either party.

Section 8. With the exception of disputes related to Notify and Discuss, no arbitrator shall have the power to add to or subtract from the specific terms of this Agreement or to pass upon or decide any question except the grievance submitted to the arbitrator.

ARTICLE XVII - SUPERVISORS

Supervisors who are not covered by the labor agreement will do only such incidental work as is necessary to instruct others or to improve operations. They shall not, except in emergencies, perform work that employees subject to the labor agreement are normally required to perform. The above is not intended to change past practices in those cases of supervisors who have normally done more than incidental work as described above, if in such cases there has been no disagreement within the recent past.

ARTICLE XVIII – STIPULATIONS

Section 1. The Union agrees that for the term of this agreement, all requirements of the Electricity Restructuring Act of 1997, including Section 1E related to staffing levels have been satisfied and that this agreement is a collective bargaining agreement under that language.

Section 2. The Company will not purchase any product that has been manufactured or produced in working conditions that resemble a sweatshop or that have child labor in the workplace.

Section 3. Notify and Discuss

The Company and the Union will continue to cooperate in the introduction of any new machinery, equipment, systems, and/or operational policy or procedures which calls for significant changes to the current job specification or new job specifications including entry level testing

requirements. The Company will give the Union ninety (90) days advance notice of such contemplated introduction, during which time the Company will negotiate with the Union relative to the impact of the proposed changes to current proposed job specifications, entry level testing requirements, operational policy or procedure, and corresponding rates of pay. The Company will take any suggestion the Union may have and give consideration to such recommendations. The parties will give due consideration to training programs for employees so affected, to their promotional opportunities and seniority rights. Reasonable training will be provided to the affected employee(s), where necessary, to assist them in qualifying for a job(s) to which they have been assigned. At the end of the ninety (90) day period, the Company may proceed to implement the change and if the Union is dissatisfied with either the department impacted by the change or hourly pay rate(s) assigned to the work, these issues and only these issues may be referred for resolution in accordance with the Article XVI, Settlement of Disputes.

Section 4. The Company agrees to remind its supervisors of the need to respect the judgment of the crew leaders in matters of safe work execution. The Company does not tolerate intimidation, harassment or other unwarranted pressure on crew leaders exercising such judgment.

ARTICLE XIX - TERM OF AGREEMENT

Section 1. This agreement shall be effective as of the twelfth day of May 2013, and shall be binding upon the parties hereto and upon all employees who are subject to its provisions and it shall remain in full force and effect through May 11, 2017.

Section 2. To the extent not otherwise provided for in this agreement, the contents of the Memorandum of Understanding dated May 12, 2013, are hereby incorporated by reference.

Section 3. In the event the Company decides to change the named employer of employees at any location, in any department, from the name of one subsidiary or affiliate to another, this agreement shall be binding on such successor employer even if it is not so named in the preamble to this agreement.

Section 4. In case of consolidation or merger of the Company with an affiliated company or sales of all or a substantial part of their properties between affiliated companies, the provisions of this agreement will continue to apply to the extent legally permissible, for the term of the agreement to the classifications and employees covered by the terms of this agreement.

Section 5. In the event of a merger or sale of any of its property or business to a non-affiliate of the Company, to the extent supportable by law, the Company shall require such non-affiliated company to assume this entire agreement for its remaining term.

ATTACHMENT B

**UWUA & NATIONAL GRID NEGOTIATIONS
STORM SUB-COMMITTEE**

Forward: During negotiations for a successor collective bargaining between UWUA Locals 310, 317, 322, 329, 330, 369 and National Grid, representatives of the parties met for the purposes of clarifying existing contract language relative to Emergency Storm Work; establishing uniform pay methodology; seeking to establish a standard emergency response for the entire system that maximizes Company Resources to best serve our customers. This document is intended to both address those goals and clarify existing contract language contained in the respective Collective Bargaining agreements. This document serves to memorialize these discussions and the understanding reached between the parties.

Triggers for the 18&6 Storm Premium:

- Field Workers and Field Support workers (performing Overhead work – cut and clear and restoration) within a district engaged for a period of more than 24 hours in storm restoration activities. The 24 hour clock for this trigger initiates once employees are assigned work;
- Send crew (s) out of district (as they exist today) for more than 24 hours;
- Contractors on the clock for more than 24 hours from when they are assigned work within a district. Contractors for this purpose also include internal resources, external contractors, contractor crews, Service Company, out of district crews; etc
 - NOTE: 18/6 trigger is based on assignment of work
- Type of Work and Pay:
- Wires Down Standby/Appraisal, inside support work results in time and one half for all hours worked, no paid rest. Cut and Clear and restoration work results in the 18/6 payment (upon satisfaction of the 24 hour clock); employees qualified for cut and clear but assigned to lower assignments will be paid at the cut and clear rate (upon satisfaction of the 24 hour clock);
- The following job functions will be utilized in cut and clear as a single worker: rated and second class employees in Overhead Lines, Underground & O&M, Designers, T&D Inspectors, Meter Workers, Telecom & UTechs;
- Within 30 days of execution of this collective bargaining agreement, existing Meter Worker A's, Meter Worker B's and Meter Worker C's and Designers have a onetime option to become exempt from cut and clear/service restoration work as outlined in the new job description. Any employee who elects to become exempt from cut and clear/service restoration will continue to be required to perform wires

down appraisal as the emergency storm assignment. If an employee bids out of his/her current classification, this exemption will no longer apply. Grandfathered employees will not be eligible for 18/6 and will be called secondarily to those qualified for cut and clear and above

- The Company and the Union will meet to review and develop a cut and clear/service restoration training program; The Union will designate three representatives for this committee and the committee will meet no later than June 30, 2013;
- This single worker provision for the Overhead, Underground, O&M (as defined in the 2003 Single Worker Agreement will have its restrictions of: a) percentage of employees utilized and; b) daylight hour waived during storm emergencies and then reinstated once the storm event is called off is for storm purposes and does not supersede the 2003 Single Worker agreement;
- Having the storm room (wires down, etc) open does not drive any storm premium/pay;
- “End of regular workday” – defined as when the employee leaves the property;
- Front loaded rest time for Overhead workers (this is the "the OH line worker is home and we have people doing "their work". This applies when we have field workers (i.e UG, O&M, CMS) staffed for wires down/storm restoration work. (regardless of whether they have been assigned work) – staffing of field workers will drive the rest pay);
 - NOTE: Front loaded rest time is based on staffing of wire down/field resources.
- Inside help and support groups, when assigned to storm work, will be assigned to shifts no less than 12 hours and up to 16 hours for storm support (no paid rest). The Company and the Union will continue to discuss the best utilization of support personnel for storm response and appropriate training;
- Support personnel sent out of district and housed will be paid up to 16 hours at time and one half and then paid rest (current practice of Fleet staff embedded with crews receiving 18/6 will continue);
- Employees who are qualified for 18/6 and assigned to a host district that has triggered the storm premium, will be paid time and one half for all hours worked but will be ineligible for paid rest time on a daily assignment to the hosting (current practice of assignment will continue);
- Out of town assignments will be based on requests from hosting utilities/internal districts and will be balanced against the Company’s operational needs (current practice);
- Ending of storm – The regular method of payment will be reinstated when either the contractors/outside crews are released from restoration work, or an employee is released in the case of no viable work by job duties;
- This agreement resolves all outstanding grievances with the locals relative to storm premium pay and assignment of personnel during storm events.

Local 369 Malden	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
UG/OM 50/50 Split	X	X
Designers 1 st priority is storm room assignment	X	X
Meter Workers/CMS	X	X

Local 369 Brockton	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
UG/OM 50/50 Split	X	X
Designers 1 st priority is storm room assignment	X	X
T&D Inspectors	X	X
Meter Workers/CMS	X	X

Local 310 Rhode Island	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
Underground	X	X
O&M	X	X
Designers 1 st priority is storm room assignment	X	X
T&D Inspectors	X	X
Meter Workers/CMS	X	X
Telecom	X	X

Local 317, 322, 329 & 330	Cut/Clear	Wire Appraisal
Overhead Lines	X	X
UG & O&M 50/50 Split	X	X
Designers 1 st priority is storm room assignment	X	X
T&D Inspectors	X	X
Meter Workers/CMS	X	X
Telecom	X	X
Central Meter Test (330)		X

*Qualified Cut & Clear personnel will be maximized prior to calling wire appraisal.

*Upon execution of the CBA, Meter Workers and Designers may opt to grandfather. This is a one time opportunity. These employees may opt in at a later time and will lose grandfathering once they leave current job.

Local Agreements:

Local 330

Local 310

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4770
Attachment PUC 1-33-6

SCHEDULE OF WAGES
MASSACHUSETTS ELECTRIC COMPANY
MALDEN - LOCAL 369

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ULTIMATE WAGE RATE
EFFECTIVE

	<u>5/12/13</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<u>OVERHEAD LINES:</u>				
Crew Leader	43.74	44.84	45.97	47.12
Troubleshooter	43.74	44.84	45.97	47.12
Lineworker 1/C	39.95	40.95	41.98	43.03
Lineworker 2/C	31.24	32.03	32.84	33.67
Lineworker 3/C	29.55	30.29	31.05	31.83
Lineworker Apprentice	29.55	30.29	31.05	31.83
<u>UNDERGROUND:</u>				
Working Leader	43.98	45.08	46.21	47.37
Lead Splicer	43.61	44.71	45.83	46.98
Cable Splicer 1/C	38.90	39.88	40.88	41.91
Cable Splicer 2/C	33.19	34.02	34.88	35.76
Cable Splicer 3/C	30.04	30.80	31.57	32.36
Cable Splicer Apprentice	28.38	29.09	29.82	30.57
<u>OPERATIONS:</u>				
Work Readiness Technician	31.21	32.00	32.80	33.62
<u>METERING SERVICES</u>				
<u>Roster A:</u>				
CMS Working Leader-A	39.90	40.90	41.93	42.98
Meterworker A (Step 1)	35.88	36.78	37.70	38.65
Meterworker A (Step 2)	34.82	35.70	36.60	37.52
Meterworker B (Step 1)	32.45	33.27	34.11	34.97
Meterworker B (Step 2)	29.49	30.23	30.99	31.77
<u>Roster B:</u>				
CMS Working Leader-C	31.32	32.11	32.92	33.75
Meterworker C (Step 1)	29.74	30.49	31.26	32.05
Meterworker C (Step 2)	28.72	29.44	30.18	30.94
Meterworker C (Step 3)	26.81	27.49	28.18	28.89
Meterworker C (Step 4)	24.91	25.54	26.18	26.84
Meterworker C (Step 5)	22.66	23.23	23.82	24.42
Meterworker C (Step 6)	19.74	20.24	20.75	21.27
Meter Service Representative (Step 1)	22.81	23.39	23.98	24.58
Meter Service Representative (Step 2)	20.50	21.02	21.55	22.09
Meter Service Representative (Step 3)	18.45	18.92	19.40	19.89
Meter Service Representative (Step 4)	16.40	16.81	17.24	17.68
<u>Clerical:</u>				
CMS-Clerk*	24.86	25.48	26.12	26.77
CMS-Clerk (Step 5)	24.08	24.69	25.31	25.95
CMS-Clerk (Step 4)	22.63	23.20	23.78	24.38
CMS-Clerk (Step 3)	21.55	22.09	22.65	23.22
CMS-Clerk (Step 2)	19.59	20.08	20.59	21.11
CMS-Clerk (Step 1)	17.81	18.26	18.72	19.19
*Incumbent only				

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4770
Attachment PUC 1-33-6
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SCHEDULE OF WAGES
MASSACHUSETTS ELECTRIC COMPANY
MALDEN - LOCAL 369

ULTIMATE WAGE RATE
EFFECTIVE

	<u>5/12/13</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<u>STORES:</u>				
Material Handler B (JC81220055)*	35.64	36.54	37.46	38.40
Material Handler B (JC81220167)	34.77	35.64	36.54	37.46
Material Handler B (JC81220166)	32.41	33.23	34.07	34.93
Material Handler B (JC81220165)	30.10	30.86	31.64	32.44
Material Handler B (JC81220164)	27.79	28.49	29.21	29.95
<u>FLEET:</u>				
Working Leader w/certification	40.18	41.19	42.22	43.28
Working Leader	39.43	40.42	41.44	42.48
Auto/Truck Tech. 1/C w/certification	37.41	38.35	39.31	40.30
Auto/Truck Tech. 1/C	36.67	37.59	38.53	39.50
Auto/Truck Tech. 2/C w/certification	32.66	33.48	34.32	35.18
Auto/Truck Tech. 2/C	31.93	32.73	33.55	34.39
Auto/Truck Tech. 3/C w/certification	29.26	30.00	30.75	31.52
Auto/Truck Utility Person	27.29	27.98	28.68	29.40
<u>BUILDING MAINTENANCE & OFFICE SERVICES:</u>				
Building Maintenance Worker	34.74	35.61	36.51	37.43
Maintenance Worker 1/C	32.63	33.45	34.29	35.15
Maintenance Worker 2/C	31.37	32.16	32.97	33.80
Maintenance Worker 3/C	28.85	29.58	30.32	31.08
<u>CLERICAL – DISTRIBUTION:</u>				
Operations Clerk*	24.86	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19
<u>OPERATIONS ENGINEERING:</u>				
Senior Designer	40.98	42.01	43.07	44.15
Designer A	34.39	35.25	36.14	37.05
Designer B	31.25	32.04	32.85	33.68
<u>ELECTRICAL OPERATION & MAINTENANCE:</u>				
Working Leader	43.61	44.71	45.83	46.98
O & M Worker 1/C	38.90	39.88	40.88	41.91
O & M Worker 2/C	31.37	32.16	32.97	33.80
O & M Worker 3/C	28.85	29.58	30.32	31.08
O & M Worker Apprentice	27.47	28.16	28.87	29.60
<u>UTILITY:</u>				
Utility Technician	30.24	31.00	31.78	32.58

*Incumbent only

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4770
Attachment PUC 1-33-6
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SCHEDULE OF WAGES
MASSACHUSETTS ELECTRIC COMPANY
BROCKTON - LOCAL 369

ULTIMATE WAGE RATE
EFFECTIVE

	<u>5/12/13</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<u>OVERHEAD LINES:</u>				
Crew Leader	43.74	44.84	45.97	47.12
Troubleshooter	43.74	44.84	45.97	47.12
Lineworker 1/C	39.95	40.95	41.98	43.03
Lineworker 2/C	31.24	32.03	32.84	33.67
Lineworker 3/C	29.55	30.29	31.05	31.83
Lineworker Apprentice	29.55	30.29	31.05	31.83
<u>UNDERGROUND:</u>				
Lead Splicer	43.61	44.71	45.83	46.98
Cable Splicer 1/C	38.90	39.88	40.88	41.91
Cable Splicer 2/C	33.19	34.02	34.88	35.76
Cable Splicer 3/C	30.04	30.80	31.57	32.36
Cable Splicer Apprentice	28.38	29.09	29.82	30.57
<u>SUBSTATION MAINTENANCE:</u>				
Working Leader-Tester	44.11	45.22	46.36	47.52
O & M Worker 1/C	38.90	39.88	40.88	41.91
O & M Worker 2/C	31.37	32.16	32.97	33.80
O & M Worker 3/C	28.85	29.58	30.32	31.08
O & M Worker Apprentice	27.47	28.16	28.87	29.60
<u>OPERATIONS:</u>				
Work Readiness Technician	31.21	32.00	32.80	33.62
<u>FLEET:</u>				
Working Leader w/certification	40.18	41.19	42.22	43.28
Working Leader	39.43	40.42	41.44	42.48
Auto/Truck Tech. 1/C w/certification	37.41	38.35	39.31	40.30
Auto/Truck Tech. 1/C	36.67	37.59	38.53	39.50
Auto/Truck Tech. 2/C w/certification	32.66	33.48	34.32	35.18
Auto/Truck Tech. 2/C	31.93	32.73	33.55	34.39
Auto/Truck Tech. 3/C w/certification	29.26	30.00	30.75	31.52
Auto/Truck Utility Person	27.29	27.98	28.68	29.40
<u>STORES:</u>				
Material Handler B (JC81220103)*	35.64	36.54	37.46	38.40
Material Handler B (JC81220167)	34.77	35.64	36.54	37.46
Material Handler B (JC81220166)	32.41	33.23	34.07	34.93
Material Handler B (JC81220165)	30.10	30.86	31.64	32.44
Material Handler B (JC81220164)	27.79	28.49	29.21	29.95
<u>INSPECTIONS:</u>				
T&D Inspector	30.72	31.49	32.28	33.09

*Incumbent only

The Narragansett Electric Company
d/b/a National Grid
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SCHEDULE OF WAGES
MASSACHUSETTS ELECTRIC COMPANY
BROCKTON - LOCAL 369

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ULTIMATE WAGE RATE
EFFECTIVE

	<u>5/12/13</u>	<u>5/12/14</u>	<u>5/12/15</u>	<u>5/12/16</u>
<u>DISTRIBUTION ENGINEERING:</u>				
Senior Designer	40.98	42.01	43.07	44.15
Designer A	34.39	35.25	36.14	37.05
Designer B	31.25	32.04	32.85	33.68
<u>DISTRIBUTION:</u>				
Utility Technician	30.24	31.00	31.78	32.58
Operations Clerk*	24.86	25.48	26.12	26.77
Operations Clerk (Step 5)	24.08	24.69	25.31	25.95
Operations Clerk (Step 4)	22.63	23.20	23.78	24.38
Operations Clerk (Step 3)	21.55	22.09	22.65	23.22
Operations Clerk (Step 2)	19.59	20.08	20.59	21.11
Operations Clerk (Step 1)	17.81	18.26	18.72	19.19
<u>METERING SERVICES</u>				
<u>Roster A:</u>				
CMS Working Leader-A	39.90	40.90	41.93	42.98
Meterworker A (Step 1)	35.88	36.78	37.70	38.65
Meterworker A (Step 2)	34.82	35.70	36.60	37.52
Meterworker B (Step 1)	32.45	33.27	34.11	34.97
Meterworker B (Step 2)	29.49	30.23	30.99	31.77
<u>Roster B:</u>				
CMS Working Leader-C	31.32	32.11	32.92	33.75
Meterworker C (Step 1)	29.74	30.49	31.26	32.05
Meterworker C (Step 2)	28.72	29.44	30.18	30.94
Meterworker C (Step 3)	26.81	27.49	28.18	28.89
Meterworker C (Step 4)	24.91	25.54	26.18	26.84
Meterworker C (Step 5)	22.66	23.23	23.82	24.42
Meterworker C (Step 6)	19.74	20.24	20.75	21.27
Meter Service Representative (Step 1)	22.81	23.39	23.98	24.58
Meter Service Representative (Step 2)	20.50	21.02	21.55	22.09
Meter Service Representative (Step 3)	18.45	18.92	19.40	19.89
Meter Service Representative (Step 4)	16.40	16.81	17.24	17.68
<u>Clerical:</u>				
CMS-Clerk*	24.86	25.48	26.12	26.77
CMS-Clerk (Step 5)	24.08	24.69	25.31	25.95
CMS-Clerk (Step 4)	22.63	23.20	23.78	24.38
CMS-Clerk (Step 3)	21.55	22.09	22.65	23.22
CMS-Clerk (Step 2)	19.59	20.08	20.59	21.11
CMS-Clerk (Step 1)	17.81	18.26	18.72	19.19
<u>BUILDING MAINTENANCE:</u>				
Building Maintenance Worker	34.74	35.61	36.51	37.43
Maintenance Worker 1/C	32.63	33.45	34.29	35.15
Maintenance Worker 2/C	31.37	32.16	32.97	33.80
Maintenance Worker 3/C	28.85	29.58	30.32	31.08
*incumbent only				

SCHEDULE OF WAGES
NGUSA SERVICE COMPANY
WALTHAM - LOCAL 369

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4770
Attachment PUC 1-33-6
Page 63 of 66

CUSTOMER ORDER FULFILLMENT:

Customer Connections Representative B	34.68	35.55	36.44	37.36
Customer Connections Representative A	26.14	26.80	27.47	28.16
Order Processing Representative B	28.39	29.10	29.83	30.58
Order Processing Representative A	22.79	23.36	23.95	24.55

**SCHEDULE OF WAGES
NGUSA SERVICE COMPANY
NORTHBOROUGH - LOCAL 369**

MAPS & RECORDS NE:

Senior Maps & Records Technician	37.91	38.86	39.84	40.84
Maps & Records Technician B	32.60	33.42	34.26	35.12
Maps & Records Technician A	30.22	30.98	31.76	32.56
Maps & Records Technician	25.01	25.64	26.29	26.95

IN TESTIMONY WHEREOF of the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized this 18th day of August 2014.

NATIONAL GRID USA

By 
Kathleen Geraghty, Vice President, HR & Employee & Labor Relations

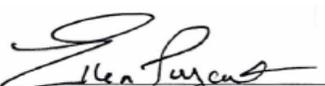
By 
Thomas Ryan, Director, Employee & Labor Relations

By 
Thomas Mulligan, Manager, Employee & Labor Relations

By 
Maria Marotta, Manager, Employee & Labor Relations

By 
Robert Brawley, Director, Distribution Design

By 
Michael Hrycin, Director, Overhead Lines

By 
Ellen Poyant, Director, Customer Meter Services

UTILITY WORKERS UNION OF AMERICA, AFL-CIO
LOCAL NO. 369 FOR ITSELF AND ITS MEMBERS WHO ARE
EMPLOYEES OF NATIONAL GRID USA

By 
John Devlin, National Representative

By 
Daniel Hurley, President

By 
Daniel Leary, Executive Vice President

By 
Craig Pinkham, Secretary/Treasurer

By 
John Taglieri, Vice President Malden

By 
Robert Durbin, Vice President Brockton

By 
Judy Bushway, Vice President Northborough

OKMPM 4/12/17
OK PPS 4/12/17
OK KPM 4/12/17
OKJML 4-12-17
DZ 4-12-17
MSW 4-12-17
JPA 4-12-17
GWM 4-12-17
SPF III 4-12-17
KMB 4-12-17
CAP 4-12-17

**MEMORANDUM OF UNDERSTANDING OF ITEMS AGREED TO
DURING NEGOTIATIONS OF A NEW LABOR AGREEMENT BETWEEN
UTILITY WORKERS UNION OF AMERICA, AFL-CIO
AND
NATIONAL GRID – April 12, 2017**

BY UNANIMOUS RECOMMENDATION OF THE NEGOTIATING COMMITTEE

1) CONTRACT TERM

60 Months (May 12, 2017 to May 11, 2022)

2) WAGES

Term	1 st	2 nd	3 rd	4 th	5 th
General Increase	2.5%	2.5%	2.75%	3.0%	3.0%

3) ACTIVE HEALTH CARE

The Company contribution percentage to the Preferred Provider Organization Plan (PPO) and the Point of Service provider (POS) will remain 80%. As shown on Attachment A, the company will provide a transitional enhanced contribution structure for the PPO for Plan Years 2018 and 2019. The Company contribution percentage to the Consumer Driven Health Care Plan (CDHP) will remain 90%.

Effective 1/1/18, employees electing to participate in the CDHP will be eligible to establish a Health Savings Account (HSA) with \$750 (individual) to \$1,500 (family), employer provided seed money annually. Effective for Plan Year 2020, the annual employer seed money for the HSA will be tied to certain healthy behaviors.

Medical Plan Design changes to the PPO, POS & CDHP Plans are modified per Attachment A.

Effective 1/1/18, management experience will be removed from the pricing methodology.

Effective 1/1/18, the annual medical pricing methodology will not include a stop loss calculation.

Effective 1/1/18, members in BC2NE and the Nantucket POS will be transferred to the PPO and these plans will be eliminated.

Effective 1/1/19, the Fallon and Harvard POS Plans will be frozen as shown in Attachment A and effective 1/1/20, the POS option is eliminated entirely.

Benefit Books

The Company and the Union will discuss providing benefit books to employees and the education of employees on health and welfare benefits.

4) DENTAL PLAN

The Company contribution percentage toward dental will remain 80%.

Effective 1/1/18, a second dental plan which does not provide orthodontia coverage will be offered.

5) DISABILITY INSURANCE

Effective January 1, 2018, the short and long term disability contribution formula will change from a flat rate to a percentage. The Company contribution will be 80% and the employee contribution will be 20%. As salary changes, contribution will adjust.

6) PENSION

The Core Contribution cap of 4.5% of eligible pay after 30 years of service will be eliminated for all employees in the Defined Contribution Pension Plan.

7) RETIREE HEALTH AND LIFE INSURANCE

Existing language.

8) FILLING OF VACANCIES

Candidates in Overhead, Underground and O&M Must Pass Physical Exam

All employees applying for positions in the Overhead, Underground or Sub-Station departments will be required to pass a physical examination prior to being awarded such position.

Revised Posting Process

The Company will post all positions Locally (internal to the local) for a total of seven (7) days. The position will then come down for a period of seven (7) days. If after the Local posting there are no applicants within the local qualified by fitness or ability, the position will be simultaneously posted Local, Courtesy (among all UWUA/BUW and IBEW bargaining units) and External for seven (7) days.

9) REDUCTION IN FORCES

The Wage Reduction provision is modified by moving the job and wage protection date from 5/12/03 to 5/12/08 in the BUW contracts and from 5/12/08 to 5/12/13 in the UWUA contracts.

10) COMPENSATION

Increase Off Hour Coverage Pay

Employees required to stand by for possible call-in will be paid \$85 per day, Monday through Friday and \$100 on weekends and holidays, when so assigned on a daily basis. This premium is

not applicable to sick time or vacation time. In the case where the notice is less than 24 hours from the start of coverage period, the daily stipend will be increased to \$140 per day for all days in the coverage period.

Modify Off Hour Coverage (Beeper) Agreement
See Attachment B.

Increase On-Call Stipend for Nantucket

Whenever an employee is assigned to stand-by and be available for emergency calls during periods other than their regularly scheduled hours, they shall receive for each such between-shifts assignment, the sum of ninety five dollars (\$95), and if called out while under stand-by assignment, shall receive, in addition to such, ninety five dollars (\$95), the pay for actual time worked at the rate of time and one-half. For Saturdays, Sundays and holidays, they shall receive for each such between-shift assignment, the sum of one hundred dollars fifteen dollars(\$115), and shall, in addition, receive pay for actual time worked at the rate of double time on Sundays and time and one-half on Saturdays and holidays. In the case where the notice is less than 24 hours from the start of the coverage period, the daily stipend will be increased to one hundred seventy-five dollars (\$175) per day for all days in the coverage period.

Increase Off Hour Stipend for NEDC and Telecommunication

New England Distribution Center and Telecommunications: An on-call stipend of \$265 per week will be paid to technicians who are assigned to weekly on-call.

Modify Response to Overtime Hours and Composition of Those Hours

Employees who have worked 350 hours or more overtime in the preceding twelve months will be deemed to have met the standard regardless of acceptance rate to call outs and will not be subject to intervention consequences. Overtime hours resulting from MOU Overtime and an out of town storm restoration assignment to a non-National Grid affiliated company will not be counted towards the 350 hours. The 350 hours will be calculated as of October 1, 2017.

Eliminate Vacation Bonus and Create an Overtime Response Bonus

In order to encourage and reward response to call-outs, employees in Overhead Lines, Underground and Substation O&M departments meeting response to call-out percentages will receive an Overtime Response Bonus as described below.

Call-out Response Rate	Bonus Amount
40 %	\$2,000
30 %	\$1,500

The Overtime Response Bonus will be paid for the first time in June of 2018. The Vacation Bonus will be paid in June of 2017.

Clothing: Increase Initial, Annual and Cleaning Allowance

Employees in the Overhead, Underground, Substation O&M, Metering Services (Roster A, Meter Worker C and MSR) departments and T & D Inspectors will be provided initial fire retardant clothing allowances of \$940.00 and annual allowances of \$365.00. The allowances will be available at the beginning of each fiscal year (April). Any employee with an allocation balance equal to or greater than three (3) times the annual allocation will not receive an allowance for that year. Contractual allowance will be indexed to the average price increase, if any, during the term of the contract.

Clothing: Increase Cleaning Allowance

The Company agrees to increase the annual cleaning allowances as follows:

Overhead and O&M: \$140.00
Underground: \$240.00

Clothing: Work Boot Reimbursement at \$225 and Include Work Readiness

Effective May 2017, an annual allowance (paid in one installment) for protective footwear allowance of \$225 will be provided for employees in the following departments: Overhead (including Work Readiness), Underground, Substation O&M, Stores, Facilities, Fleet, NEDC, Metering Services (Rosters A&B), Central Meter Test, Distribution Design and Telecommunications. All protective footwear will comply with ANSI Z41 having an impact rating of 75, compression rating of 75, and electrical hazard rate (ANSI Z41 part 91 1/75 C/75 EH).

Establishment of Clothing for Stores and NEDC Department

On or before August 1, 2017, the Company will establish clothing accounts in the amount of \$225 and then on April 1 of each year an annual clothing allowance of \$225 will be provided for Stores (non-clerical) personnel. All Stores personnel are required to wear the Company-supplied uniform. Uniforms may not be worn outside of work assignments and must be returned to the Company upon leaving the department. Employees are responsible for wearing and maintaining their uniforms in a clean and orderly fashion. This will replace the damaged clothing allowance now in effect.

Increase Clothing Allowance for Facilities

The Company agrees to increase the clothing allowance for Facilities to \$225.

One Time Clothing Stipend for Work Readiness

Additionally, all Work Readiness employees will receive a one-time clothing stipend of \$225.00 to purchase FR rated clothing.

Include Language Regarding Safety Glasses

If an employee wears prescription eyeglasses and it is required for such employee to wear safety glasses in order to perform his/her job, the employee will be entitled to up to two (2) pairs of National Grid approved prescription safety glasses as follows: 1 pair of clear prescription and 1 pair of tinted prescription glasses or, in the alternative, 1 pair of "transitions" prescription glasses.

11) HOLIDAYS

Existing language.

12) VACATION

Create Vacation Accrual for Employees With Less Than 1 Year of Employment

Employees continuously employed prior to January 1 for less than one year will be entitled to vacation with straight time pay of two normal working days for each full month of employment prior to January 1, up to a maximum of ten (10) vacation days.

Eliminate Vacation Bonus and Create an Overtime Response Bonus

13) SICK PAY, DISABILITY AND MEDICAL LEAVE

Create Sick Pay Entitlement for New Employees

Employees who have completed 90 days of service and have worked more than 80 hours in the calendar year shall accrue one (1) hour of sick time for every thirty (30) hours worked up to 40 hours.

Credit First 40 Hours of Sick Pay to Earned Sick Leave Quota Bucket

The first 40 hours of an employee's sick leave entitlement shall be credited to a Earned Sick Leave quota bucket

Revise Pay for Time Worked Effective January 1, 2018

Procedure on "Pay for Time Worked"

Section 1. Sick pay benefits may be withheld from an employee with an unsatisfactory attendance record.

a. Determining Occurrences

1. An "absence" is defined as a scheduled work day.
2. An "occurrence" is defined as each absence.
3. A "protected absence" is any absence from work that is permitted under any applicable Federal or State law (e.g. Massachusetts Earned Sick Leave Law, Small Necessities Leave Act, FMLA).

b. Probationary Employees

1. Each absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee should be allowed to become permanent employee.

2. Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than mere loss of sick pay.

c. Permanent Employees

Section 2. The Record

Whether an employee should be called in for discussion of his poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number of absences (frequency), total days lost, exclusive of protected absences (personal time, civic duties, union business, etc.) pattern of absence (past record, sudden change, regularity, days of week out), length of period over which absenteeism has been considered excessive

1. First Interview:

When such an interview is held with an employee whose job is covered by a labor agreement, the department head will invite the Union to be represented at the meeting. At the meeting the employee and the Union, will be provided with the number of non protected absence for the employee(s) involved.

In the first meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve or he may be put on a pay-for-time-worked basis. A continuing bad record may mean the individual is not employable.

This step will take place after 2 non-protected absences in a rolling 12-month period.

2. Second Interview:

The absentee record will be subject to monthly review, and if there is no substantial improvement after the warning, the department head should call in the employee and tell him that his attendance record continues to be a problem and that unless there is sufficient improvement, he may be put on a pay-for-time-worked basis and he may ultimately not be employable. Again, the Union will be invited to the interview and the employee and the Union will be provided with the absence record of the employee(s) involved.

This step will take place after 4 non-protected absences in a rolling 12-month period.

3. Third Interview:

The employee's absentee record will be subject to a monthly review, and if there is no substantial improvement, the employee will be placed on pay-for-time-worked. The employee will also be told that she/he may not be employable. Again, the Union will be invited to the interview and the employee and the Union will be provided with the absence record of the employee(s) involved.

The third step will take place after 6 non-protected absences in a rolling 12-month period.

Section 3. Follow-Up:

1. Failure to Improve – The absentee record of an individual on a pay-for-time-worked basis will be subject to monthly review, and if no substantial improvement is observed within one year, a discussion between the department head, the Employee Services Department and the Union should be held to determine what action, if any, should be taken.

2. Improvement – If the employee's absentee record improves to the point where it is no longer considered excessive for a six months' period*, then the department head may restore sick pay benefits to the employee. If the employee's absentee record improves to the point where it is no longer considered excessive for one year, then the department head will restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if his record again becomes poor, he will be put back on a pay-for-time-worked basis subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review, and he again has to be placed on a pay-for-time-worked basis, this action will be for an indefinite period. Again the employee should be reminded that a continuing bad record may mean the individual is not employable. If sick pay benefits are restored as a result of this second review and the employee's record is satisfactory for a further period of one year, the warning will be removed from the employee's record, and the employee and the Union will be given written notice of this action.

*Exception: In case of dramatic action on the part of the employee designed to eliminate his absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

14) LEAVES OF ABSENCES

Increase Funeral Leave Entitlement for Immediate Family

In the event of death of a member of the family of an employee, the Company will grant reasonable time off without loss of normal straight time compensation for all scheduled workdays falling within the five (5) day period next following the date of a death of an employee's spouse, domestic partner, child, step-child, daughter-in-law, son-in-law, parents, stepparents, and within the three (3) day period next following the date of a death of a sister or brother, stepsister, stepbrother, parents-in-law. For other members of the family (grandparents, grandchildren, nieces, nephews, brothers-in law, sisters-in law, aunts and uncles) one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday

15) SCHEDULE OF WAGES

Increase for Several Overhead Line Rates

The hourly pay rate for a Crew Leader, Troubleshooter and Lineworker 1/C will be increased by \$0.50 prior to the application of the GWI on May 12, 2017.

Attachment A

LNG New England Union National PPO Plan Design	Current PPO 2017	National PPO 1/1/2018-12/31/2020 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% BCBS	National PPO 1/1/2021-12/31/2022 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% BCBS
Deductible (individual) *	\$0	\$250	\$300
Deductible (family) *	\$0	\$500	\$600
OOPM (individual) (inc ded, co-insurance, medical and Rx copays)	\$6,350	\$1,900	\$2,200
OOPM (family) (inc ded, co-insurance, medical and Rx copays)	\$12,700	\$3,800	\$4,400
Co-insurance *	100%	95%*	95%*
Office Visit (PCP)	\$25	\$30	\$30
Office Visit (SPC)	\$30	\$40	\$45
Preventive Care (subject to schedule)	100%	100%	100%
Adv Radiology *	100%*	95%*	95%*
Diagnostic Xray/Lab *	100%	95%*	95%*
Emergency Room *	\$100 co-payment	95%*	95%*
Urgent Care	\$30	\$40	\$45
Inpatient Hospital *	100%	95%*	95%*
Outpatient Surgery *	100%	95%*	95%*
Pharmacy Programs		All Programs	All Programs
Pharmacy Retail			
Generic	\$20	\$10	\$15
Preferred Brand	\$30	\$35	\$35
Non-preferred	\$50	\$60	\$60
Pharmacy Mail			
Generic	\$40	\$20	\$30
Preferred Brand	\$60	\$70	\$70
Non-Preferred	\$100	\$120	\$120
Employer/Employee Contribution Percentage			
2017 PPO	80% / 20%		
2018 PPO	82% / 18%		
2019 PPO	81% / 19%		
2020 – End of Contract PPO	80% / 20%		

April 2017 final

Attachment A

LNG New England Union National POS Plan Design	Current POS 2017	Regional POS 1/1/2018 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% Fallon/Harvard	Freeze Enrollment No New Hires Regional POS 1/1/2019 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% Fallon/Harvard	Eliminate Plan Regional POS 1/1/2020
Deductible (individual) *	\$0	\$250	\$250	
Deductible (family) *	\$0	\$500	\$500	
OOPM (individual) (inc ded, co-insurance, medical and Rx copays)	\$500	\$1,900	\$1,900	
OOPM (family) (inc ded, co- insurance, medical and Rx copays)	\$500	\$3,800	\$3,800	
Co-insurance *	100%	95%*	95%*	
Office Visit (PCP)	\$20	\$30	\$30	
Office Visit (SPC)	\$25	\$40	\$40	
Preventive Care (subject to schedule)	100%	100%	100%	
Adv Radiology *	100%*	95%*	95%*	
Diagnostic Xray/Lab *	100%	95%*	95%*	
Emergency Room *	\$75 co-pay	95%*	95%*	
Urgent Care	\$25	\$40	\$40	
Inpatient Hospital *	100%	95%*	95%*	
Outpatient Surgery *	100%	95%*	95%*	
Pharmacy Programs	All Programs	All Programs	All Programs	
Pharmacy Retail				
Generic	\$10	\$10	\$10	
Preferred Brand	\$20	\$35	\$35	
Non-preferred	\$50	\$60	\$60	
Pharmacy Mail				
Generic	\$20	\$20	\$20	
Preferred Brand	\$40	\$70	\$70	
Non-Preferred	\$100	\$120	\$120	
HSA Seed subject to healthy behaviors	N/A	N/A	N/A	

Employer/Employee Contribution Percentage	
2017 POS	80% / 20%
2018 POS	80% / 20%
2019 POS	80% / 20%
2020 – End of contract POS	80% / 20%

Attachment A

LNG New England Union National CDHP Design	Current CDHP	CDHP 1-1-18-12/31/2020 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 70%	CDHP 1/1/2021-12/31/2022 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 70%
Deductible (Single) *	\$1,500	\$1,550	\$1,600
Deductible (Employee +1 and Family) *	\$3,000	\$3,100	\$3,200
OOPM (Single)	\$3,200	\$2,700	\$3,200
OOPM (Employee+1 and Family)	\$6,400	\$5,400	\$6,400
Co-insurance *	90%	90%*	90%*
Office Visit (PCP) *	90%	90%*	90%*
Office Visit (SPC) *	90%	90%*	90%*
Preventive Care (subject to schedule)	100%	100%	100%
Adv Radiology *	90%	90%*	90%*
Diagnostic Xray/Lab *	90%	90%*	90%*
Emergency Room *	90%	90%*	90%*
Urgent Care *	90%	90%*	90%*
Inpatient Hospital *	90%	90%*	90%*
Outpatient Surgery *	90%	90%*	90%*
Pharmacy Programs	Utilization Programs	Utilization Programs Preventive Drug List	Utilization Programs Preventive Drug List
Pharmacy Retail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
Pharmacy Mail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
HSA Seed subject to healthy behaviors plan year 2020	None	\$750/\$1500	\$750/\$1500

Employer/Employee Contribution Percentage	
2017 CDHP	90% / 10%
2018 CDHP	90% / 10%
2019 CDHP	90% / 10%
2020 - End of Contract CDHP	90% / 10%

April 2017 Final

ATTACHMENT B

**UWUA & NATIONAL GRID NEGOTIATIONS
OFF-HOUR (BEEPER) AGREEMENT**

- Holiday coverage per the Collective Bargaining Agreement.
- Weather event (snow, heavy rain, high winds, extreme heat), actual or forecasted, the Union will be required to fill the Company's request for beeper coverage.
- After a major weather event or a local system related event in the Local Union area (i.e. Events in which the full available workforce within a department has been working around the clock), but only until the Local crews have had adequate rest and returned to their normal schedules, the Union will be required to fill the Company's request for beeper coverage. An event ending on Sunday-Thursday, the coverage period shall end midnight the following day. For events ending on Friday or Saturday, the coverage period shall end at midnight.
- Available workforce is defined as rated and on active work status.
- Emergency Out of Town Assignment – if the Company has sent thirty-three percent (33%) or more of the available workforce within a department on emergency out of town assignment, the Union will be required to fill the Company's request for beeper coverage.
- Non-weather or non-system related event, which company reasonably believes will create a response issue.
 - Department head must notify and discuss the need of beeper coverage with local union official and canvass for volunteers on local platforms. If Company requires additional resources it can canvass for volunteers on the negotiated secondary platform(s) (ex: Malden for Beverly, Leominster for Worcester) for beeper coverage under the CBA. If company is not successful on secondary platform it will come back to the original local platform and the following will apply. If the department response rate (as set up in ARCOS) is equal to or greater than 35% the Company can only request beepers of two crews or 25% of the available workforce, whichever number is greater. If the response rate is below 35%, the local platform is required to fulfill the request and there is no restriction on the amount of beepers.
 - If after Company utilizes local beeper coverage and requires additional resources it shall utilize the negotiated ARCOs procedure.
 - If the negotiated ARCOs procedure does not result in sufficient resources and if multiple platforms are on beeper coverage, Company may utilize out-of-district

beeper crew(s) for support provided Company continues to run the ARCOs call-in procedure for relief out of the out-of-district crew(s).

- All off hour coverage daily stipends per the CBA shall apply.
- In the event an employee carrying a pager is bypassed for a call in he/she will be given an opportunity to work the same the number of hours for the call that was missed or elect to have three (3) hours of rest time added to his/her rest quota bank.

ATTACHMENT C

LOCAL 310 UWUA, AFL-CIO

310 Employees May Bid 310b positions Locally and Vice Versa

Local 310 employees will be entitled to bid for Local 310b positions and vice versa. Positions will be awarded to the senior most candidate in the contract for which the position was posted.

Reestablishing Management Discretion to Fill Open Troubleshooter Shifts

All decisions to fill open shifts will be at the discretion of the Company. If the Company elects to fill a Troubleshooter shift left vacant for 24 hours (due to a sick day or previously unscheduled vacation day) with less than 24 hours' notice, Troubleshooters will be offered the opportunity to fill such shifts first.

Four (4) additional Spare Troubleshooters will be added to the existing roster and filled by qualified Overhead Lineworkers. One (1) of the new Spare Troubleshooters will be located in Providence, one (1) will be located in Lincoln, one (1) will be located in North Kingston and one (1) will be located in Middletown.

Spare Lincoln Troubleshooters will have the ability to fill shifts in both Lincoln & Providence provided that there's no need in Lincoln and Spare Troubleshooters in Providence are being utilized in the filling of vacant shifts in Providence. When working in Providence, The Spare Lincoln Troubleshooters will be entitled to per diem per the Roving Agreement Schedule.

All Spare Troubleshooters shall remain on the Overhead First Class callout list. When filling trouble shifts of less than forty (40) hours, they must remain shift compliant. When filling trouble shifts of forty (40) hours or longer, Spare Troubleshooters will be moved to the Troubleshooter overtime list. Spare Troubleshooters will be eligible for the Response to Overtime bonus. Spare Troubleshooter overtime hours will be carried over from list to list.

The Company also agrees to post and fill four (4) Overhead Lines positions. These new positions are not part of the eight (8) Workforce Strategy hires previously planned for Rhode Island.

Agreement to Meet

The Union and Company agree to meet and discuss the possibility of moving towards eight (8) hour Troubleshooter shifts.

ATTACHMENT D

LOCAL 322 UWUA, AFL-CIO

Agreement to Meet and Discuss a Regional Troubleshooter Coverage Map and Schedule
Local 330 and Local 322 and the Company agree to meet to discuss the formation of a regional Troubleshooter coverage map and schedule for a minimum of four (4) times between June 1, 2017 and September 30, 2017.

Should there be agreement between the parties, implementation of said coverage map and schedule would be no later than January 10, 2018.

ATTACHMENT E

LOCAL 329 UWUA, AFL-CIO

Change to Troubleshooter Compensation

Effective June 1, 2017, Troubleshooters who work twelve (12) hour shifts will be compensated as follows:

36 hour week

36 hours straight time pay

36 hours straight time pay

40 hours towards pension

48 hour week

40 hours straight time

40 hours towards pension

8 hours 1.5x hourly rate

Agreement to Meet

The Union and Company agree to meet and discuss the possibility of moving towards eight (8) hour Troubleshooter shifts.

ATTACHMENT F

LOCAL 330 UWUA, AFL-CIO

Elimination of Emergency Workers

Effective May 12, 2017, the Emergency Worker and Alternate Emergency Worker classification will be eliminated. Existing Emergency Workers will become Troubleshooters (red-circled at their Emergency Worker rate) and placed on the Troubleshooter roster.

The Emergency Worker will be transitioned to the Troubleshooter responsibilities no later than January 10, 2018. The parties agree to meet to discuss the transition for a minimum of four (4) times between June 1, 2017 and September 30, 2017.

Agreement to Meet and Discuss Troubleshooter Shifts

The Union and Company agree to meet and discuss the possibility of moving towards eight (8) hour Troubleshooter shifts.

Agreement to Meet and Discuss a Regional Troubleshooter Coverage Map and Schedule

Local 330 and Local 322 and the Company agree to meet to discuss the formation of a regional Troubleshooter coverage map and schedule for a minimum of four (4) times between June 1, 2017 and September 30, 2017.

Should there be agreement between the parties, implementation of said coverage map and schedule would be no later than January 10, 2018.

ATTACHMENT G

**LOCAL 369 UWUA, AFL-CIO
Malden and Brockton**

Change to Troubleshooter Compensation

Effective June 1, 2017, Troubleshooters who work twelve (12) hour shifts will be compensated as follows:

36 hour week

36 hours straight time pay

36 hours straight time pay

40 hours towards pension

48 hour week

40 hours straight time

40 hours towards pension

8 hours 1.5x hourly rate

Agreement to Meet

The Union and Company agree to meet and discuss the possibility of moving towards eight (8) hour Troubleshooter shifts.

ATTACHMENT H

LOCALS 310, 317, 322, 329, 330 & 369, UWUA, AFL-CIO

Clerical

Agreement to Meet

The Union and Company agree to meet and discuss Clerical Issues by August 1, 2017.

ATTACHMENT I

LOCALS 310, 317, 322, 329, 330 & 369, UWUA, AFL-CIO

Customer Meter Services

Changes to Wage Rates

Current Wage Rates:

Job Title	1	2	3	4	5	6
CMS Working Leader A	\$42.98					
Meterworker A	\$38.65	\$37.52				
Meterworker B	\$34.97	\$31.77				
CMS Working Leader B	\$33.75					
Meterworker C	\$32.05	\$30.94	\$28.89	\$26.84	\$24.42	\$21.27
Meter Service Representative	\$24.58	\$22.09	\$19.89	\$17.68		
CMS-Clerk	\$26.77	\$25.95	\$24.38	\$23.22	\$21.11	\$19.19

New Wage Rates:

Job Title	1	2	3	4	5	6
CMS Worker Leader A	\$42.98					
Meterworker A	\$38.65	\$37.52				
Meterworker B	\$34.97	\$31.77				
CMS Working Leader B	\$33.75					
Meterworker C	\$32.05	\$30.94	\$28.89	\$26.84	\$24.42	\$21.27
Meter Service Representative	\$24.58	\$22.09	\$19.89	\$17.68		
CMS-Clerk	\$26.77	\$25.95	\$24.38	\$23.22	\$21.11	\$19.19

- Step progressions will be on an annual basis
- All temporary employees come in at bottom wage rate for their applicable classification and are not subject to wage scale increases for successive years of temporary service
- If a permanent MSR position becomes available, any temporary MSR working in the respective Local at the time of the vacancy will be eligible to bid during the Local posting period, prior to posting Courtesy or External. Permanent employees who bid during the Local posting period will have seniority over temporary employees bidding on the same position.

Current Wage Rates:

Job Title	1	2	3	4	5	6
CMS Worker Leader C	\$33.75					

New Wage Rates:

Job Title	1	2	3	4	5	6
CMS Worker Leader C	\$35.75					

ATTACHMENT J

LOCALS 310, 317, 322, 329, 330 & 369, UWUA, AFL-CIO

Distribution Design

Off-Hour Coverage

The Department may utilize pagers to establish storm room staffing for a weather event (snow, heavy rain, high winds, extreme heat), actual or forecasted, or a local system related event. Employees will be paid Off Hour compensation as outlined in the applicable collective bargaining agreement.

Clothing Stipend

Additionally, all Design employees will receive a one-time clothing stipend of \$225.00 to purchase FR rated clothing.

In addition to the one-time \$225 stipend, new employees will be provided a one FR winter weight jacket and one pair of FR coverall.

Work Load Meeting

On an semi-annual basis, the Company will meet with each local Union President or their designee to provide an overview of the Design work plan for their platforms.

Training Meeting

The Company and the Union agree to meet and discuss training.

ATTACHMENT K

LOCALS 310, 317, 322, 329, 330 & 369, UWUA, AFL-CIO

Fleet

Tool Replacement

The Company agrees to replace and or repair broken/worn/damaged hand tools with like or better brands. The Employee will be required to turn in the damaged or worn tool prior to it being replaced.

Emergency Out-of-Town Assignments

When National Grid crews are called out of town to provide mutual aid to a non-National Grid entity, a 1/C or higher rated Fleet Technician will be assigned to accompany the crews. The number of Fleet employees sent will be at the Company's discretion

When providing mutual aid to another National Grid territory or platform, the Company will use its sole discretion in determining whether additional Fleet Technicians are needed

When a determination is made that Fleet Technicians are needed, The Company will contact the designated Union Steward, who will be responsible for providing the requested resources

Fleet Joint Committee

The Company and Union agree to reestablish the Joint Fleet Committee.

ATTACHMENT L

LOCALS 310, 317, 322, 329, 330 & 369, UWUA, AFL-CIO

STORES

Parties agree to establishment of Working Leader Stores position, at a wage of \$42.23, with the following responsibilities:

DUTIES:

- Build effective working relationships with customers, co-workers and supervisors through the use of teamwork, trust, continuous improvement and personal development.
- Prioritize workload and staffing with the Material Handler B's in the field in there local
 - Coordinate housekeeping on the floor, yard and company vehicles.
 - Must be a Monitor self-directed and motivated individual capable of coordinating the proper and safe completion of these responsibilities with limited direction.
 - Thorough knowledge of the systems, warehousing procedures and equipment to coach, train and assist in solving operational problems.
 - Must wear and respond to Nextel phone during normal working hours.
 - Coordinate the necessary tools, equipment and supplies needed by warehouse operation.
- Participate in safety meetings, conduct employee proficiency checks, QA's & safety checks.
- Provide feedback, coaching and training to employees as needed.
- Perform general office work, run reports, update systems as required, i.e., SAP
- Assist with training as required
- Perform all duties of lower classifications

QUALIFICATIONS:

- Meet all the requirements of the Pre-CDC Training and Qualifying Program with at least 5 years of current experience of shipping, receiving and warehousing experience, preferably as a Material Handler.
- Must have a demonstrated knowledge of the materials used at the assigned location.
- Ability to work scheduled shifts of 8 or 10 hours, lunch break as assigned, as well as overtime on a planned or unplanned basis.
- Respond to call ins on a 24-hour basis.
- Basic mathematics and computer skills.
- Good verbal and written communication skills.
- Ability to manually operate a keyboard or use a voice activated system.
- Ability to operate cellular phones, and beepers
- Ability to operate various types of forklifts, a knuckleboom, and hand truck with maximum weights up to 3,000 lbs. indoors, outdoors, all terrain and weather conditions.
- Ability to handle and lift material up to 60 lbs.
- Ability to stock shelves as well as climb ladders up to 20 ft.

- Ability to operate hoisting and rigging equipment.
- Maintain a valid hoisting and rigging license and a valid 30-ton crane certificate.
- Ability to operate a vehicle weighing greater than 26,000 lbs.
- Maintain a valid driver's license, DOT interstate medical certificate, CDL-B license with Hazardous Waste endorsement and participate in and pass a DOT drug/alcohol-testing program.
- Ability to respond to emergency situations and work extended hours as needed.
- Retain a valid motor vehicle operator's license, which does not restrict driving as to type of transmission or hours of operation

May 12, 2014 – May 11, 2017

AGREEMENT

As to

Wages. Working Conditions and Seniority

Between

**National Grid USA Service Company
D/b/a National Grid**

And

**Local Union Nos.
326 and 486
International Brotherhood of
Electrical Workers**

Whenever reference is made to masculine gender throughout this agreement, feminine gender also applies.

SECTION A
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AGREEMENT made and entered into by and between NATIONAL GRID USA SERVICE COMPANY, Massachusetts corporation, d/b/a NATIONAL GRID hereinafter called the "Company" and LOCAL NOS. 326 AND 486 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS for the Employees of the Company who have designated the before-named Locals of the International Brotherhood of Electrical Workers to act for them as their collective bargaining agency, hereinafter referred to as the "Brotherhood."

WHEREAS, the Brotherhood has been designated by a majority of the hereinafter defined employees of the Company to be their exclusive representative for the purposes of collective bargaining with respect to their rates of pay, wages, hours of work and other conditions of employment; and

WHEREAS, both the Company and the Brotherhood desire to promote harmony and efficiency in the working forces so that the employees and the Company may obtain mutual economic advantages consistent with the duty of the Company, to provide at all times adequate and uninterrupted services to the public utility companies which are a part of National Grid USA.

WHEREAS, it is agreed that the parties will continue to provide for equal opportunity as to wages, working conditions and seniority without regard to race, color, religion, sex, age or national origin.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

ARTICLE I - RECOGNITION OF THE BROTHERHOOD

A. Recognition

The Company recognizes the aforementioned Local Unions to be the exclusive representative of its employees for the purposes of collective bargaining, the words "employee" or "employees," wherever appearing in this agreement, meaning only an employee or employees who perform classes of work for which ultimate wage rates are set forth in the section marked "Schedule of Wages."

B. Neutrality

Section 1. Neutrality means that the Company shall neither help nor hinder the Union in any organizing campaign, nor shall it comment upon the Union's motives, integrity, character or performance during any organizing campaign. Also, neither National Grid USA or its subsidiaries or affiliates, nor any of their successors or assigns shall provide any support or assistance of any kind to any person or group opposed to union organization.

Section 2. Reservation of Rights

National Grid USA, or its subsidiaries or affiliates, commitment to remain neutral shall cease if the Union or its agents, intentionally and repeatedly misrepresents to employees the facts and circumstances surrounding their employment or conducts a campaign which comments upon the motives, integrity or character of the Company or its representatives. National Grid USA, or its subsidiaries or affiliates, reserves the right to respond to employees' inquiries relating to the issue of Union organization and to engage in normal communications with employees concerning their employment.

Section 3. Access

The Union representatives shall be allowed access to the facilities of National Grid USA, its subsidiaries or affiliates, for the purpose of distributing literature and meeting with employees. Any interaction with employees or distribution of literature at the facilities of National Grid USA, or its subsidiaries and affiliates, shall be accomplished in a manner that does not disrupt access or egress from buildings. Distribution and solicitation inside such facilities shall be limited to non-work areas. The Union shall not disrupt the normal business of these facilities while distributing literature or soliciting authorization cards.

C. Exemptions

The provisions of this agreement shall not apply to anyone exempted from the provisions of this agreement or to training students who may be assigned from time to time to any of the departments of the Company.

ARTICLE II - BROTHERHOOD MEMBERSHIP REQUIREMENTS

Section 1. The Company and the Brotherhood mutually agree that for the purposes of this agreement the term "regular employee" shall mean any employee who has been employed by the Company for a continuous period of one (1) year preceding the date hereof or who may be employed by the Company for a continuous period of one (1) year during the term of this agreement and the term "probationary employee" shall mean any employee who has not been employed by the Company for a continuous period of one (1) year preceding the date hereof or who may not be employed by the Company a continuous period of one (1) year during the term of this agreement.

Section 2. The Company agrees it shall require as a condition of employment that all employees subject to this agreement shall after the thirtieth day following the effective date of this agreement become members of the Brotherhood and continue as members thereafter while this agreement is in effect.

Section 3. The Company agrees it shall require as a condition of employment that all new employees hereafter employed by the Company in any class of work to which this agreement applies shall become members of the Brotherhood after the thirtieth day following the beginning of their employment and shall continue as members thereafter while this agreement is in effect.

Section 4. The Company and the Brotherhood mutually agree that the foregoing provisions shall in no way affect other terms and conditions of employment applicable to probationary employees.

Section 5. Any employee who has been employed by the Company continuously for a period of thirty (30) days and who is permanently transferred to a class of work which is subject to the Brotherhood membership requirement shall become a member of the Brotherhood within thirty (30) days after the effective date of such transfer.

Section 6. Any employee exempted from the Brotherhood membership requirement under the provisions of this Article, but who is transferred or demoted while this agreement is in effect to a class of work which is subject to the Brotherhood membership requirement, shall become a member of the Brotherhood within thirty (30) days after the effective date of such transfer or demotion.

Section 7. In no event will any employee be required as a condition of employment to become a member of the Brotherhood until after the thirtieth (30th) day following the beginning of his employment or the effective date of this agreement, whichever is the later.

Section 8. Any employee of the Company who at any time while this agreement is in effect has been performing a class of work which is subject to the Brotherhood membership requirement of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Brotherhood membership requirement of this agreement, shall have ninety (90) days following such transfer in which to return to his former class of work.

Section 9. The provisions of this Article shall not apply to anyone exempted from the provisions of this agreement or to training students who may be assigned from time to time to any of the departments of the Company.

Section 10. The Company agrees to deduct such dues, initiation and other fees from earned wages and remit to the respective Local the dues of those employees who are members of the Union and not exempt from the provisions of this agreement in an amount individually authorized and in a manner and on a written assignment approved by the Company.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Brotherhood agrees, for itself and its members not to hinder or interfere with the management of the Company in its several departments, including the assignment of work, the direction of working forces, the right to hire, suspend or discharge for proper cause, to transfer employees to work for which they are better suited and to furlough employees because of lack of work or for other good and sufficient cause, but in the exercise of these responsibilities in management, the Company agrees that it will not discriminate against any member of the Brotherhood.

Section 2. Conditions of employment shall continue in accordance with the present practice of the Company, unless otherwise specifically provided herein or modified from time to time hereafter to meet the requirements of the service rendered by the Company.

ARTICLE IV - APPLICATION OF SENIORITY

A. Construction Services

Section 1. Company Seniority - This is determined from the date of entry and governs eligibility for vacations, length of payment for sickness, pensions, service pins, etc.

Section 2. Roster Seniority - This is determined from the entry date into the Roster. This governs eligibility for promotion and in case of necessity, demotion within the Roster.

Section 3. Employees wishing to transfer between rosters shall make such requests for transfer in writing to the Director of Construction Services (or equivalent position) and the appropriate Business Manager and such transfers will be arranged when vacancies are available in the roster.

ARTICLE V – REDUCTION IN FORCES

A. Furloughs

Section 1. The seniority status of employees in each class of work shall be based upon their aggregate period of employment with the Company from the date upon which they were or are first employed, but no credit shall be allowed for periods during which employees were or are furloughed.

Section 2. When forces are reduced in any class of work, the last man hired into the class shall be furloughed first and so on until the force has been reduced to the number deemed by the Company to be sufficient for its requirements.

Section 3. When forces are increased in any class, preference for reemployment shall be given to furloughed employees defined as "regular employees" under Article II herein, the last man furloughed to be the first rehired, if available for immediate reemployment and so on until the required force has been obtained or until all furloughed employees have been reemployed and in the latter event, the Company shall have the right to hire new employees.

Section 4. Furloughed employees who are not reemployed within two years from the date of their last furlough, also those who fail to report for work within one week after being notified of their reemployment, shall not be entitled to preference thereafter. Furloughed employees who have not been employed by the Company for an aggregate period of three months shall have no preference for reemployment.

Section 5. The Company may employ anyone in an emergency, pending the response of furloughed employees who are to be offered reemployment hereunder.

Section 6. The Company may also employ anyone to perform temporary work or to replace an employee temporarily absent, without regard to the foregoing provisions of this Article. Temporary work shall include any work that can be performed within two weeks.

Section 7. Any employee who, subsequent to the date of the enactment of the Selective Training and Service Act of 1940, left the employ of the Company to enter any of the armed forces of the United States of America, will retain the same seniority status that he would have had if he had remained in the employ of the Company during the period of his absence, provided that within the term of this agreement and within ninety days after the date of his discharge from such armed forces, he applies in writing to the Company for reemployment. Employees who apply as herein set forth, shall be reassigned by the Company according to their seniority status provided they are then qualified by fitness and ability to perform such classes of work, but if any such employee is mentally or physically unfit to perform the work in his class, the Company shall endeavor to provide him with employment in any class of work in any department of the Company for which the Company deems him to be mentally, physically and otherwise qualified, and provided also that his aggregate employment record with the Company shall be greater than that of the employee to be displaced.

Section 8. In case it becomes necessary to furlough, Construction Services is considered as being in three (3) groups each, Local 326, Line, Field Accounting and Fleet, and Local 486, Electrical, Structural and Depot, for employees hired on or before May 12, 1990.

Section 9. For Local 486 employees hired after May 12, 1990, in case it becomes necessary to furlough, employees represented by Local 486 are considered as being from separate rosters (Electrical, Structural, and Depot).

Section 10. Insufficient work in any roster will be cause for furlough.

Section 11. Furloughing will be done by seniority within each roster.

Section 12. For Local 326 and 486, an exception of furlough by roster seniority will be when a junior employee possesses special skills and qualifications necessary to job assignment. In such cases, the junior employee will be retained out of roster seniority.

Section 13. In connection with the Wage Reduction Policy, no employee of National Grid USA Service Company Construction Services with five (5) full years of continuous service will be furloughed because of lack of work in the term of the agreement.

Section 14. This obligation must necessarily be contingent upon continuance of Construction Services, rulings by courts or regulatory bodies or other factors not entirely within the control of the Company.

Section 15. Should reduction of forces become necessary for any reason, the Brotherhood will be consulted and every attempt made to achieve the reduction by attrition.

Section 16. The Company agrees to give a two-week notice on furloughs with Business Manager(s) receiving notice three weeks prior to furlough.

Section 17. Local companies will give first preference to qualified System employees for positions in local areas before hiring new employees.

Section 18. In the event that employees are displaced from their classifications by reasons of a reduction in forces, the following will apply:

1. Discuss the matter with the Local involved.
2. Such employees may displace other employees of the Company pursuant to the Seniority Provision.
3. If no jobs are available within the Company, employees will be offered jobs in other System companies. If an employee refuses to accept, he may take advantage of the Severance Pay Plan (Article VII).

Section 19. Furloughed employees who accept temporary positions during their two-year recall period will receive normal wages for holidays occurring during the period of temporary employment and will be covered under the Company Medical and Life Insurance programs. Such employees will not accrue service for coverage under the Company sickness program or for seniority purposes, nor will it constitute a break in furlough period.

B. Wage Reduction Plan

Section 1. The wage rate of employees upon such transfer to lower rated jobs will be as follows except that employees hired after March 6, 1980, will receive the ultimate rate of the classification displaced to at the time of displacement.

<u>Continuous Service at Date of Reduction</u>	<u>Total Reduction</u>
Employees with ten or more years of continuous service	No reduction
Employees with nine but less than ten years of continuous service	\$1 per week after 6 months
Employees with eight but less than nine years of continuous service	\$2 per week after 6 months
Employees with seven but less than eight years of continuous service	\$2 per week after 6 months \$1 per week after 12 months
Employees with six but less than seven years of continuous service	\$2 per week after 6 months \$2 per week after 12 months
Employees with five but less than six years of continuous service	\$2 per week after 6 months \$2 per week after 12 months \$1 per week after 18 months
Employees with less than five years of continuous service	No reduction for first 6 months; a reduction of \$2 per week at the beginning of the second and successive periods of 6 months until the rated wage equals the ultimate of the lower classification.

Section 2. Employees reduced to a lower rated job classification are required after discussion with the Union to bid vacancies they are qualified to perform as they may occur in the former classification or in other higher rated jobs unless the Company and the Union mutually feel there are extenuating circumstances. Employees failing to bid, or accept assignments, may have their wages reduced. All assignments will be made in accordance with the seniority provision of the contract.

Section 3. If an employee is transferred to a lower rated job under the above and bids for and is awarded a job with a lower ultimate, the difference in ultimates will be deducted from his rate unless the Company and the Union feel there are extenuating circumstances.

Section 4. Employees transferred to other System companies will be offered vacancies as they occur

ARTICLE VI – FILLING OF VACANCIES

A. Progression

Section 1. The progression timetables and requirements for all departments and classifications are contained in other agreements in effect as of May 11, 2007 which are hereby incorporated by reference. Unless specified otherwise in those agreements, the type and context of examinations to be given will be jointly determined by the Union and the Company by September 1, 2007. The Memorandum of Agreement between National Grid USA Service Company and IBEW Local 326 regarding Live Line Transmission Work effective May 12, 2014 establishes the progression requirements for the Transmission Line department. Prior to the placement of any newly hired rated individual, the Company and the Union agree to meet, discuss and mutually agree upon the placement in progression of such individuals.

Section 2. For all progression requirements, all long-term absences due to sickness or disability (6 days or more) plus any other unpaid absences, exclusive of time off on union business, which in the aggregate exceed 5% of the established progression time, will be carved out of progression time. In such cases of delayed progression, upon the ultimate move to the next progression step, the employee's classification date will be adjusted as if the carve-out had not occurred. Progression is based on the "up or out" concept for new employees. (TLS has been "up or out" since 2003).

Progression will be to the following classifications:

Transmission Line Services-Live Line Specialist 2
Electrical-Electrician 1/C
Structural- Utility Worker 1/C
Depot-Utility Driver 1/C, Utility Worker 1/C

Section 3. Effective May 12, 2007, all new hires and employees transferring to a department must have passed the FAT test. Employees will be limited to three FAT test attempts. Employees who have reached their date to move to the next progression step and have satisfied all existing requirements specific to that classification must satisfy the following:

- a. Pass a written 40 question test pertaining to that classification with a grade of at least 80%.
- b. Satisfy Departmental hands on proficiency test.
- c. All testing will be developed from Company sponsored and "on the job training". Existing employees who fail the voluntary written portion of the test will not be negatively impacted in their progression schedules.

Section 4. If an employee fails to pass the required testing, they will be permitted to remain in the existing classification for not more than six (6) months and will be given the opportunity of retesting (one test every 30 days within six (6) months) and reappraisal of their performance rating before leaving the classification. If they fail upon retesting or performance rating, they will be released from the service group under the "up or out" policy.

Section 5. Employees as of May 12, 2007, of the Depot, Electrical, Structural, Fleet, Field Accounting and Transmission Line Services will not be required to pass the FAT test for transfers between these groups also the "up or out" concept will not apply to existing employees of the Depot,

Electrical, Field Accounting, Structural and Transmission Line Services groups should they transfer between the groups.

Any employee transferring into the Transmission Line Services department shall be subject to the “up or out” clause.

Section 6. The Company agrees to replace all displaced positions due to the “up or out” clause.

Section 7. The Company will release accepted applicants of any posting no later than forty-five (45) days after the expiration of the posting period. In the event the Company is unable to release the applicant due to a critical business need, the Company will notify the union Business Manager and discussions will take place to set a schedule for release. The current practice is to ensure the employee receives the proper seniority date in new progression will continue.

B. Use of Construction Services And Outside Contractors

Section 1. Function Construction and Services of the National Grid USA Service Company or outside contractors may be utilized to perform services for the System Operating Companies.

Section 2. Notification Quarterly meetings will be held with the unions to review the workload, schedule and work assignments.

Section 3. Overtime When Transmission Line Contractors are assigned to the same job as Transmission Line Services and are working overtime (more than 40 hours “straight time” per week), the Transmission Line Services employees assigned to that job shall receive equal overtime.

Section 4. Working Conditions and Pre-Job Brief Any time local forces and outside contractors are working together on the same project or in close proximity, each group shall be made aware of the presence of the other and each group shall be advised of the scope of work being performed by the other, and of any different work practices known by the Company.

Section 5. Emergencies Provisions relative to notification are waived in time of emergencies.

ARTICLE VII – HOURS AND DAYS OF WORK

A. Hours and Days

Section 1. The normal workday shall consist of eight hours and the normal workweek shall consist of five days, Monday to Friday inclusive. The regular work hours each day shall not commence before 7:30 a.m. nor terminate after 5:00 p.m. unless mutually agreed when major maintenance work or other special projects require the establishment of shift schedules. The normal workday for Transmission Line Services shall consist of five consecutive eight hour days, Monday to Saturday inclusive. The regular work hours each day shall not commence before 6:00 a.m. nor terminate after 7:00 p.m. unless otherwise mutually agreed when major maintenance work or other special projects require the establishment of shift schedules. An established schedule cannot be changed during the week it occurs without mutual agreement. Live line work will not be scheduled on Saturday as part of a 40 hour work week unless mutually agreed. The normal work day and associated shift schedules for Fleet are contained in the Fleet Management Agreement effective May 12, 2007,(incorporated by reference). The wage for

each class of work shall be in accordance with the schedule marked "Schedule of Wages" hereto attached and hereby made a part hereof, subject to the provision contained therein or appended thereto relating to employees who are now receiving less than the ultimate wage for their class of work.

Section 2. The Company will work a normal workday with a paid twenty (20) minute lunch.

Section 3. The Company and the Union agree to establish a work schedule of four consecutive ten-hour days, Monday through Thursday and/or Tuesday through Friday, in addition to the work schedule in Article VI, A, Section 1. The regular work hours each day shall be consistent with Section 1.

Section 4. Paid time off for employees working such four ten-hour day schedules will be charged on an hourly basis. If a holiday falls on a day of relief during the period of time in which the employee is working four ten-hour days, the employee has the option of ten hours of straight time pay or ten hours of compensatory time off at a later, mutually agreeable time. Days of Relief for employees working four ten-hour days will be Saturday and Sunday.

Section 5. Agreed the Company will attempt, where possible, to schedule a non-conflicting work shift to an employee who is attending night school.

B. Inclement Weather Policy

Section 1. No outside work where employees will be exposed to extremes of weather, except of an emergency nature, shall be performed by the Overhead Lines and Underground departments during rainy and stormy weather, 10 degrees for cold weather. For other classifications affected by exposure to the elements (rain and snow but not extremes of temperature), supervisors will attempt wherever possible to rearrange work schedules or assignments to avoid unreasonable exposure to extremes of weather. For exposure to periods of significant heat, supervisors should insure that adequate measures have been taken to avoid heat stress, dehydration and situations where the health of the employee is jeopardized.

Section 2. In the implementation of the Inclement Weather Policy, the parties agree as follows:

- a. Fog, mist and light precipitation are not considered to be rainy or stormy weather. It is not the Company's intent to compromise its rigid safety standards, nor is it the intent of the Company to require the employees to work for prolonged periods in light precipitation where the health of the employee is jeopardized.
- b. A central temperature device (U.S. Weather Bureau standards) shall be utilized for each district headquarters and other selected* locations. Employees affected shall be notified when the temperature becomes extreme. (10 degrees or 90 degrees F). A local shop steward or selected Union member may have access to the indicating thermometer or log.
 - Marlboro, Spencer, Comerford, Harriman (Athol, if manned).
- c. In all weather conditions, employees may be assigned any work which is within their skills and abilities in protected locations. They will travel to and from the job site or location and load or unload vehicles.

It is the intent of the Company not to work other classifications in the extremes of weather unless it is work that can be performed safely which is commonly known as dead work on

the ground. Inclement weather being defined as rain or snow, 10 degrees for cold. The Company may have the option, when work is more than 10 miles from a centralized temperature device, to use a local thermometer commonly know as a bird cage, but when it is established, it will be used for the duration of that job and will be treated as a temporary centralized temperature device if located on a manned job. Crew Leaders or Working Foremen (Temporary or Regular) may stop/start jobs based on site conditions, but shall call the supervisor or Management for instructions. Work related to a safety dispute will be suspended pending a hearing.

d. The following types of work will be performed outside in other than rainy or stormy weather:

1. Street light work
2. Switching and grounding
3. Cable splicing (with protective equipment if necessary)
4. Pulling cable
5. Trenching, installing conduits and conductors and foundations
6. Substation construction on de-energized or isolated work
7. Dead line work
8. Pole sets without displacement or covering of energized conductors
9. Manhole/vault inspection and maintenance
10. Secondary work in support of customer commitments

None of the above 10 items are intended to require personnel to work on energized primaries or secondaries with the exception of #1 and #2. Number 2 is not intended to create dead line work and #1 will require a two person crew.

The following types of work will be performed in temperatures below 10 degrees F for other than prolonged periods:

1. Start vehicles (including vehicle checks, aerial inspections)
2. Travel to work locations and set up
3. Load and unload vehicles (material, tools, equipment, etc.)
4. Receive material, load and unload trucks from vendors and carriers
5. Equipment relocation
6. Work in protected equipment and vehicles
7. Plowing and sanding incidental to operations

C. Procedure On Rest Periods

Section 1. Employees who are on a regular fixed shift and required to work overtime during the eight (8) hour period just prior to the employee's regularly scheduled work day will be entitled to an aggregate of eight hours rest (inclusive of travel time and scheduled lunch period). If such rest time and travel time extend into the normal workday, no deduction in pay will be made for the hours overlapping the normal workday. This rest time may be taken at the latter part of the normal workday. However, if because of interruption to service or any other need to maintain an adequate work force, the rest time is not possible in the next normal workday compensating time off, equivalent to the rest time, will be given at a later mutually agreed upon date.

Section 2. In any twenty-four hour period, an employee who has worked continuously 16 hours or more shall be entitled to eight hours rest (inclusive of travel time and established lunch period). If such rest period should overlap employee's normal workday, he shall suffer no loss of pay for time involved. However, if because of interruption to service or any other need to maintain an adequate work force, this rest period is not possible in the next normal workday then compensating time off will be given at a later mutually agreed date for the time which overlaps the normal workday.

Section 3. Under Sections (1) and (2) above, compensating rest time accrued, in excess of (16) hours, must be taken within a specific period of time, to be determined locally, after discussion between the union and management.

Section 4. In the administration of Rest Time, if it is required that an employee, in order to take his rest time on the same day on which it is earned, be expected to report for work for two hours or less of his regularly scheduled workday, he will be excused for the remainder of that scheduled workday. This does not apply to the application of deferred compensating rest time.

Section 5. In the administration of the Emergency Storm Work Premium wherein it states that the Rest Period Policy does not apply, it is intended that an employee who has worked continuously for 16 consecutive hours be given at least six hours rest and be paid at straight time rate for that rest time, but if it is not given, the employee will be entitled to compensating rest time at a later time for that part of the six hours rest time which was not given. DOT reset rest time following emergency storm conditions will be at the normal straight time rate of pay.

ARTICLE VIII – COMPENSATION

A. Pay

Section 1. The following conditions shall apply to employees who are now or may hereafter be paid less than the Ultimate Wage Rates:

- a. Upon the effective dates each classification will receive the ultimate wage rate of the class except that the established increase will be applied: (1) to the Adjusted pay rate under the Disability Retrogression Pay Plan for employees hired before March 7, 1980, and (2) in all other cases where the rate on the effective date is either above or below the dates of said schedule, the rated wage of any class exceeds the present wage of any permanent employee other than a probationary employee in the class, the wage of such permanent employee in the class shall be increased to the ultimate wage rate of his class.
- b. When after the effective date of this Agreement, any permanent employee, other than a probationary employee, is promoted or transferred to any new or different position and the applicable rated wage of the class to which he is promoted or transferred exceeds the wage he is receiving when promoted or transferred, then the wage of such permanent employee shall be increased to the ultimate wage rate of the class to which he is promoted or transferred.
- c. New employees hired on a permanent basis during the term of this agreement will receive a wage that shall be not less than 75% of the ultimate rate for the class of work to which they are first assigned, promoted or transferred during their probationary period. After a period

of six months of continuous employment and the completion of the probationary period, employees will then receive an increase in wages to the ultimate rate of their class.

Section 2. Alternate Rates

Any employee may be given one or more classifications contained in this agreement as alternates to his regular classification in order to facilitate payroll bookkeeping when he is assigned temporarily to other than his regular work.

Section 3. Welder Certification

The Company will provide an opportunity for employees that have the title of Electrician/Welder (Local 486) and Welder 1/C (Local 326) to re-obtain their welding certifications for aluminum and steel. The employee will be offered two opportunities to recertify through testing at the Millbury Learning Center.

Upon successful completion of the welding requirement and the recertification, the employee will receive a 3.4% increase on his/her salary.

If an employee is unable to obtain both the steel and aluminum certifications within a one year period after they have been given the opportunity to test twice, the employee will not be eligible for the 3.4%.

Section 4. ASE Truck Certifications T1-T8

- a. The Company agrees to grandfather all incumbent employees who currently do not possess the ASE certification at the "with certification" rate.
- b. Effective May 12, 2014, all new employees joining the department from the outside or from within the Company will be required to meet the duties and qualifications of the Certified classifications. Failure to progress to Auto Technician 1/c w/ certification in three (3) years from date of hire into the department will result in the employee's termination.

The Company will reimburse employees for the cost to take each required truck Automotive Service Excellence ("ASE") certificate test for the first time and for one (1) re-test.

The requirements for each class are as follows:

1. Auto Technician 3/c w/ certification – Successful completion of two of eight ASE certificates.
2. Auto Technician 2/c w/ certification – Successful completion of five of eight ASE certificates.
3. Auto Technician 1/c w/ certification or Fleet Working Leader w/ certification – Successful completion of all eight ASE certificates.

B. Premiums

Section 1. Welding Premium

Employees who weld will be paid the rate for the next higher paid classification while performing MIG or TIG welding work. But in no case will the Welder be paid more than the Construction Electrician rate.

Section 3. Second Day of Relief Premium

- a. An employee who works on his second day or third day of relief will be paid double time for all hours worked, providing the employee has also worked on the preceding first day of relief.
- b. If the second day or third day of relief occurs on a holiday, the holiday premium only will be paid and these premiums will not be pyramided.
- c. For Monday to Friday workers, for the purposes of this premium payment, the first day of relief is Saturday and the second day of relief is the next succeeding Sunday.
- d. For shift workers, or those on any other schedule, the first day of relief and the second day of relief will be as allocated according to the payroll work week. However, in all cases where there is a fixed schedule with two or three consecutive days of relief, these days will be the days of relief for the application of this premium without regard to the payroll work week.
- e. In no event will the double time premium be paid more than once in any 5 day payroll workweek.
- f. This second day of relief is based on a five-day workweek fulfilling the weekly work requirements with two other days, usually consecutive, being considered days of relief. Therefore, any work week not filling this basic requirement will have to be considered specially.
- g. The third day of relief is based on a four-day work week fulfilling the weekly requirements with three other consecutive days being considered days of relief. Therefore, any work week not filling this basic requirement will have to be considered specially.

Section 4. Emergency Work Premium

- a. It is sometimes necessary to assign employees of the Depot, Electrical, Structural and Transmission Line Service Department to emergency work for a period greater than 24 hours.
- b. When these employees are so assigned, their method of payment will be as follows:
 1. The employees so assigned, will be paid for working time at the rate of one and one-half times their regular straight time rate, and for rest time at their regular straight time rate. (If the emergency begins during the employee's scheduled shift, pay provisions will be calculated from the beginning of that shift.)

2. The Rest Period Policy will not apply during this time when employees are being paid under the above paragraph, but every effort will be made to give employees adequate rest time. It is intended that an employee who has worked continuously for sixteen hours be given at least six hours rest and be paid for this rest time at the employee's regular straight time rate, but if it is not given, the employee will be entitled to compensating rest time at a later time for that portion of the six hours rest time which was not given.
3. If a holiday occurs during this assignment, working time will be paid for at the rate of two and one-half times their regular straight time rate and rest time at their regular straight time rate.
4. When this assignment is completed and the employees have returned to their regular assignments, the normal method of payment and rest time procedures will resume.
5. When employees of the Depot, Electrical, Structural and Transmission Line Services are assigned to assist the Retail Operating Companies with their restoration efforts, and the Retail Company employees are being paid time and one half in accordance with their Emergency Storm Premium, the assigned employees will be paid time and one half from the time assigned for all hours worked and rest time will be applied per item #2 above. If the Retail Operating Company releases crews from one of the departments listed above prior to the end of the emergency for the task assigned, those crews effected will paid time and one half for all hours worked starting on the first day of the assignment
6. Employees assigned to work in emergencies in companies not affiliated with the System will be paid during this emergency assignment the prevailing straight time rate of the foreign company for their classification if it is higher, but this does not apply to any other rate of pay or working condition.

Section 5. Sutton Garage Shift Differential

The Sutton Garage employees may be scheduled to work five consecutive eight-hour days, in any six-day period Monday through Saturday. These schedules will be offered on a voluntary, seniority basis by classification to fill the garage staffing make-up as determined by the Company. If there are not enough volunteers, employees with the least seniority (junior qualified), based on the classification needs, will be assigned. The Company recognizes that the employees will continue to progress over time. The Company agrees to review the "assigned" employees upon changes in their classifications to determine if the "assigned" employees should be changed based on classification seniority.

The initial staffing of the shifts will be determined by the Company with regards to workload, equipment availability and associated requirements are as follows:

<u>Shift</u>	<u>Time</u>	<u>Initial Staffing</u>
1 st Shift (Day Shift)	6a – 2p	1 to 3 technicians
1 st Shift (Day Shift)	7a – 3p	Unlimited
2 nd Shift (PM Shift)	2:30p-10:30p, M – F	0 to 5 technicians

Employees assigned in the Sutton Garage shall receive, in addition to their regular rate, a premium of 7% of the employee's straight time hourly rate for the time worked on the second (PM) shift.

There will be one Working Foreman assigned to the Day Shift and one to the PM Shift respectively. Subsequent staffing compliments will be reviewed on an "as needed basis" and adjusted accordingly. The Company may post revised schedules as described above with a three (3) day notice. If less than three (3) days' notice is provided, the Company will pay the first eight (8) hours of the first changed shift at time and one half. A schedule may be changed, without the three (3) day notice and without additional compensation by mutual agreement.

All Sutton Garage employees will be paid a 20 minute lunch period between the end of the third hour and beginning of the sixth hour of the shift.

Section 6. Alternate Schedule Premium

- a. Article VI - Hours and Days of Work, provides for and defines the normal workday, workweek and regular work hours. In order to provide for extended periods of work beyond a regular eight-hour workday, as covered in Article VI - Hours and Days of Work, for major work where outage time is critical and limited, it is necessary to change regular work schedules and to establish alternate schedules for non-shift employees.
- b. The first shift will provide for an unpaid lunch hour of one-half hour and the second and/or third shifts will provide for a paid lunch period of twenty minutes with no deduction in pay.
- c. There will be a specific schedule established for each job in order to coordinate the work crews and to meet the work requirements of the specific job.
- d. A premium will be paid to employees assigned to the second and/or third shift which will consist of a 20% increase for all hours worked on each of those shifts. This premium of 20% will also apply for second and/or third shift worked on Saturdays, Sundays and holidays.
- e. Notice will be given within 2 (two) workdays before establishing shifts. In the event a shift is started before that notification period has elapsed, a premium of 8 hours straight time rate of pay will be paid to the second and/or third shift employees following notification.
- f. Employees on the second and/or third shift who work beyond three weeks duration will be given an opportunity to rotate to the day shift. The premium of paragraph e. (above) will not apply when crews are rotated.
- g. If an alternate schedule is established at a particular job site, lateral movement of personnel to work on another project (at the same job site) will be made without paying additional alternate schedule premiums. The exception to this will be if second and/or third shift workers are added to either job, without the required notification, while both jobs are in progress. In this instance, the premium, as outlined in paragraph e. (above), will apply to those added.
- h. The above is not intended to apply to time not worked.

- i. It is the intent that while working under the conditions of "Alternate Schedule Premium" this section will supersede all other sections of this agreement referencing shift premiums.

Section 7. Asbestos Removal Premium

An asbestos removal premium of \$3.00 per hour will be paid to employees who perform Asbestos License work. For employees performing this work and serving as an Asbestos Supervisor, a total premium of \$4.00 per hour will be paid. For sampling work, a minimum of four hours will apply. For scheduled asbestos abatement work, the appropriate premium will apply for that day. The appropriate premium will be applied to the employee base classification rate or to an upgraded work classification rate if the employee had received the upgraded work classification rate prior to being assigned to asbestos removal work. The union agrees that all future employees receiving asbestos training will be required to complete the 40-hour Asbestos Supervisor certification. The union agrees to assist and support management's efforts to have employees selected for this training.

Section 8. Local 326 Sutton Garage Hazmat Endorsement Premium

The Company will apply a Hazmat premium of \$1.25 per hour to the base wage of the Fleet employees who hold a Hazmat endorsement for all hours driving the fuel truck.

Section 9. Training Premium for Company Sponsored Trainings

An employee who is mutually agreed upon by the union and management to take on a training function during a Company sponsored training (such as Load Securement, Team Resource Management (TRM), etc.) will be entitled to receive a 5% premium for those hours that he/she trains. This premium does not apply to progression or on the job training.

C. Overtime

Section 1. All employees regularly scheduled to work eight hours within a day shall be paid overtime at the rate of one and one-half times their regular rate for all hours worked in excess of eight per day or forty per week; employees normally scheduled to work more or less than eight hours within a day shall be paid overtime at the rate of one and one-half times their regular rate for hours worked in excess of such scheduled hours per day or forty per week; provided that no employees shall be paid both daily and weekly overtime on account of the same hours of overtime worked.

Section 2. Employees when required to work on their regularly scheduled days of relief, shall be paid overtime at the rate of one and one-half times their regular rate.

Section 3. "Regular rate" for the purposes of this Article shall mean the regular weekly wage of such employees divided by forty.

Section 4. All overtime hours worked on Sunday will be compensated at the rate of double time.

Section 5. Response To Overtime

- a. Because of the nature of our business, and our need to provide 24-hour a day service to our customers, it is necessary that employees work a reasonable amount of overtime - planned and unplanned.

- b. In departments where management determines there is no problem with response to overtime, local practices may continue. Where management determines there is an overtime response problem, a meeting between management and the Union will be held.
- c. Following this meeting, local practices may be replaced by the following policy:
 - 1. The concept of equalization of overtime will not apply to unplanned overtime call lists.
 - 2. Employees shall furnish an acceptable means of off-hour contact by telephone.
 - 3. Employees who do not respond to a call will be charged with an instance for lack of response (exception - employees who are out on authorized absences). Employees shall not be charged with more than one instance in a twenty-four hour period.
 - 4. The lack of response records of employees will be reviewed on a periodic basis. Consideration will be given to the number of instances, the reasons for lack of response and the average response record of the employees in the department. If, as a result of this review, management considers that an employee's lack of response record is excessive, the employee will be reminded of his or her obligation to share in necessary overtime in an informal meeting with his supervisor. A continuing unsatisfactory response record will result in a formal meeting with the employee, and the employee will receive a written warning. A continued unsatisfactory response record may result in more severe disciplinary action.
 - 5. A 25% response rate is established as the group standard for response to overtime. For this purpose, the measure is calculated as the percent of calls made which result in a report to work. Employees who have worked 400 hours or more overtime in the preceding twelve months will be deemed to have met the standard regardless of acceptance rate to call outs and will not be subject to intervention consequences. This standard is to be measured on a going-forward basis only in 6 month increments ending each calendar quarter following an adequate notice period to all affected employees.
 - 6. Contractors may be utilized if an inadequate response rate continues

Section 6. Minimum Payment For Certain Overtime

- a. Employees subject to this agreement shall be paid a minimum of three hours pay at time and one-half or overtime pay for actual hours worked, whichever is greater, for each time called out during unscheduled hours.
- b. This minimum shall not apply in any case where employees are assigned to work continuous overtime from the end of their regular workday or planned overtime one hour or less immediately prior to the beginning of their regular workday. Overtime rate for actual time worked shall be paid for this continuous time.
- c. If such employee is scheduled in advance for overtime work on a day of relief, they will be paid the minimum if the overtime work is canceled unless they are notified of the

cancellation a minimum of 16 hours prior to the scheduled reporting time. If no such notice is given, the employee will report for work as scheduled, unless otherwise notified.

- d. If such overtime is scheduled on a regular workday, the minimum will apply unless the employee is notified of cancellation prior to the end of such regular workday.
- e. When an employee is called out during unscheduled hours, he will be credited with the time reasonably required beginning at the time the call is made to travel from his home to the station or job and back to his home.

Section 7. Permanent Working Foreman

- a. All employees having a permanent classification of Working Foreman, Switchboard or Working Foreman as of March 11, 1982, will be grandfathered at their present rate.

b. Working Foreman Ratio in Substation Construction

The Company will assign a Working Foreman in the following manner

Primary High Voltage Employees (Active)	Secondary Low Voltage Employees (Active)	Structural Employees (Active)	Depot Employees (Active)
6:1 Ratio	3:1 Ratio	6:1 Ratio	8:1 Ratio

Upon an employee's absence of 24 consecutive months, the absent employee will no longer contribute towards the employee count for the ratio purposes.

Section 8. Temporary Working Foreman Assignment (Non-Linemen)

a. Jobs Where Crew Size is Two or More Men Plus a Supervisor:

When the supervisor leaves for more than three hours and is unable to supervise the job the senior qualified person will be designated by the supervisor as Temporary Working Foreman. He must run the job as a supervisor in the supervisor's absence and will be upgraded 6% above his base classification rate for each hour worked as Temporary Working Foreman. The temporary upgrade will be applied to the employee base classification rate or to an upgraded work classification rate as determined by the work assigned.

This section does not apply to the Structural Specialist classification when an employee earning that classification rate is directing one other individual.

- b. When there is a need for temporary upgrade to Temporary Working Foreman Assignment, Temporary Foreman, Switchboard Wireman or Crew Leader, supervision should consider seniority in its decision to the extent possible. It is not intended that the orderly process of scheduling work be disrupted

Section 9. Temporary Foreman (Linemen Only)

When a supervisor leaves the jobsite for more than 3 hours, a senior qualified person will be chosen from the Line Department. This person will run the job as a supervisor. They will be upgraded to the rate of 6% per hour above their base classification rate for each hour worked as a Temporary Foreman.

Section 10. Permanent Supervisors (Management)

The Company will continue to select employees to fill Permanent Management Supervisors positions, and the ninety (90) day provision of Article II, paragraph 8, Brotherhood Membership Requirement, will apply.

Section 11. Qualified Electricians when performing Switchboard Wireman's work on substation construction will receive the Switchboard Wireman's rate while performing the work.

Section 12. The Company agrees to allow thirty-five percent (35%) of Sub-Station Electricians (existing practices for obtaining state license to continue) to progress to the position of Switchboard Electrician.

Section 13. Off-Hour Coverage

Transmission Line Services employees required to carry a pager/cell phone for possible call-in will be paid \$70 per day, Monday through Friday and \$85 on weekends and holidays, when so assigned on a daily basis. This premium is not applicable to sick time or vacation time. In the case where the notice is less than 24 hours from the start of the coverage period, the daily stipend will be increased to \$125 per day for all days in the coverage period.

Effective May 12, 2014, in the case of a holiday or holiday weekend, where the Company requires employees to carry a pager/cell phone, it will notify the local union at least 30 days in advance of the number needed and the local union will supply the names at least 48 hours prior to the start of the coverage period. If the Company does not notify the local union within 30 days of holiday coverage, the normal call out procedures will be followed. If the Union cannot fulfill the Company's request, the junior qualified individuals will be required to fill the request. The on-call responders will be given a pager/cell phone and must respond within 10 minutes of the page. Holidays covered by this section are the named holidays (excluding floating holidays) those listed in Article VIII of the contract.

Employees who are assigned to off-hour coverage on a holiday will be entitled to an additional holiday with pay.

D. Clothing

Section 1. New employees in Depot, Electrical, Structural and Transmission Line Services departments will be provided initial fire retardant clothing allowances of \$915. Existing employees will receive an annual allowance of \$340. Transmission Lines Services employees will receive an additional \$125 annually towards the purchase of FR clothing. The allowance will be available at the beginning of each fiscal year. Any employee with an allocation balance equal to or greater than three times the annual allocation will not receive an allowance for that year. Stipends will be indexed to the average price increase, if any, during the term of the agreement.

Section 2. The Company will provide and have cleaned 11 sets of work uniforms and 2 jackets to each employee in the Sutton Garage. Additionally, the Company shall provide each Sutton Garage employee one (1) winter weight jacket and one (1) winter weight coverall.

Section 3. Effective May 12, 2015, an annual protective footwear allowance of \$200 will be provided for employees in the following departments: Sutton Garage, Transmission Line Services, Depot, Electrical, Structural and Field Accounting. All protective footwear will comply with ANSI Z41 having an impact rating of 75, compression rating of 75, and electrical hazard rating (ANSI Z41 part 91 I/75 C/75 EH).

Section 4. It is agreed to supply pull-over boots and six foot rules on the same replacement basis.

D. Miscellaneous

Section 1. The Company agreed to provide a 48-hour notice, if possible, when employees are being transferred.

Section 2. The Company will attempt to accommodate the wishes of the employee desiring to make a voluntary transfer of work location when two employees of equal classification and capability performing the same type of work request an exchange of work location. These transfers may be made 3 times in a calendar year for the purpose of placing an individual nearer his residence, and shall result in no additional cost to the Company because of the transfer.

Section 3. The Company will notify local unions of promotions.

Section 4. Agreed to courtesy posting and serial numbering of same.

Section 5. The Company will reimburse employees for 100% of the premium cost of licenses and endorsements required as a condition of employment in their classifications. Reimbursement will be electronically processed supported by an attached copy of the license for verification.

Section 6. For employees requiring a Class A or B Commercial Driver's License, the Company will pay the difference between Class C and A or B.

Section 7. Agreed during the term of the contract to jointly study the use of a "Punch In-Punch Out System" and implement if acceptable to both parties.

Section 8. The Company and Union agree to jointly discuss work practices that would give National Grid USA Service Company an opportunity to perform work outside the Company.

Section 9. Before hiring direct hires, the Company and the Union will meet to discuss the jobs which the direct hires will be performing.

Section 10. Construction Services employees performing emergency work will be able to eat a meal every five (5) to six (6) hours.

Section 11. While on standby, TLS crews will be released or furnished a hotel room after 10 hours of being on standby.

Section 12. The parties agree to meet to establish the types of work TLS crews will perform on standby.

Section 13. IBEW contractors will be used if possible and where possible.

Section 14. The Company will meet with the Union to discuss and establish a Training Program for employees. Part of the Training Program will address people who might be moved to other departments during slow work periods.

Section 15. Storm Absences

The Company's policy regarding attendance at work on a day with "severe weather conditions," as outlined in the Employee handbook remains unchanged. Management, however, has discretion in extreme circumstances to grant a vacation day. This offer is done without precedent or prejudice to this or any other agreement and is solely a management rights issue.

Section 16. Paycheck Distribution

Effective with the consolidation of National Grid's payroll system, pay checks will be distributed on Fridays. Except for weeks in which a fixed holiday occurs, availability of payroll funds to those electing direct deposit will be accelerated to Thursday.

Section 17. Mandatory Direct Deposit

Effective December 31, 2014, all employees will be paid electronically and their pay will be direct deposited.

Section 18. GWI for Red-Circled Employees

Effective May 12, 2014, red-circled employees will receive the applicable general wage increase on their actual pay rate.

E. Benefits

Employees subject to the provisions of this agreement shall be eligible for and entitled to the benefit plans listed below as set forth in "*Your Employee Benefits*" and "*Your Benefits At Retirement*" as modified by the Memorandum of Agreement dated May 12, 2007, all of which are incorporated into this agreement. During the term of the Agreement, the Company will maintain the type of benefits listed under existing terms, but only to the extent such existing terms specifically relate to represented employees' benefit formulas, contribution amounts or schedules, prescribed health and welfare benefit levels, and /or type of health care delivery options (for example, PPO and POS). Otherwise, the Company maintains sole discretion to manage and administer all benefits, including, but not limited to, matters such as the delivery of benefit, the selection of insurers (except for POS plans), trustees or administrators, funding, investment management and the process and procedures for benefit processing.

Section 1. Final Average Pay Pension Plan II

The Company pays the full cost of this plan.

Section 2. Defined Contribution Pension Plan

All employees hired on or after May 12, 2014 will be enrolled in a Defined Contribution Pension Plan.

Section 3. Incentive Thrift Plan

a. Company Match

100% of the first 2% of base pay
50% of up to the next 4% of base pay

- b. Effective September 1, 2007, employees can elect to make their contribution on either base or all pay. Effective January 1, 2004, the hardship suspension period is reduced from one year to six months, an after-tax savings feature will be added to the plan, and a year end match true-up will be implemented. Effective as soon as practical, the Company match will follow the employee's contribution, and all restrictions on current balances of National Grid ADR's will be eliminated.

Section 4. Active Employee Health Care

- a. If during the term of this contract any state or national health program is legislated and affects the Company costs in the benefit areas previously negotiated, the Company is willing to negotiate the redistribution of the savings to the Company, if any, by such action. Such redistribution shall be limited to the existing cost
- b. The Company will maintain not less than the level of hospitalization and medical coverage as provided under Blue Cross/Blue Shield listed below at the date of this agreement.
- c. The Company will provide the Blue Cross-Blue Shield Student Program for children of full-time employees who are over 19 years of age but have not yet reached their 26th birthday.
- d. If, in the future, benefits are provided by a different carrier, coverage will not be less than that in effect on the effective date of this agreement.
- e. Effective January 1, 2008, the Company contribution percentages for health insurance are:

Blue Cross/Blue Shield PPO	80%
Enhanced HMOs	80%

Effective January 1, 2015, the Medical Opt Out will be eliminated.

- f. Effective January 1, 2015 a High-Deductible Health Plan (HDHP), with a Company contribution of 90%, will be made available and an employee funded Health Spending Account (HSA) will be created by the Company.
- g. In structuring the applicable prices for the options above, the risk pool will be consolidated with all plans, all employees, at all locations. Prices will be set to offset the effect of adverse selection, and prices for each of the options will be the same for employees across

the Company. The PPO rate projection will be generated in aggregate with the PPO and POS claims in the same way as has been done in the past.

- h. The Company agrees to solicit a bid for stop loss protection for the National Grid members. When the lowest available price is established, it will be included in the rates prior to the application for the 80/20 cost sharing. All incurred individual claims above \$250,000 (two hundred fifty thousand dollars) in a 12-month renewal time frame will be removed from both the renewal calculations in setting the rates and the true up calculations effective January 1, 2008.
- i. Prices for the health care choices will be set on a current cost basis with a true-up process to take place after the completion of each calendar plan year which will refund or surcharge to employees a portion of the excess cost or savings realized under the program.
- j. If during the term of this Contract, any State or National Health Program is legislated and affects the Company costs in the benefit areas previously negotiated, the Company is willing to negotiate the redistribution of the savings to the Company, if any, by such action. Such redistribution shall be limited to the existing cost.
- k. Furloughed employees will be allowed to retain their health care coverage under the Company group plan for the period of their furloughs with the Company paying the same portion it pays for an active employee for up to the first six months and the employee paying the full cost for the remaining portion of the furlough.
- l. In advance of the 2009 health plan enrollment, National Grid agrees to solicit bids for medical and prescription drug coverage on behalf of all IBEW employees at National Grid. Any change in benefits, vendors or providers shall be by mutual agreement.

Section 5. Dental

- a. Dental benefits will be available to all employees regardless of the health plan they are enrolled in on a voluntary basis Effective January 1, 2008, the Company contribution for dental is as follows:

Preferred Provider Organization Plan	80%
Point-Of-Service Plans	80%

- b. Effective January 1, 2008, the annual maximum is increased to \$2,000.
- c. Dental coverage terminates at retirement.

Section 6. Disability Insurance

- a. The Company contribution to the premium shall be as follows:

5/12/03	\$50.64
7/01/03	\$73.97

- b. Any additional cost to be borne by the employee. Any amount by which the Company contribution exceeds the insurance premium will be refunded in payroll to employees who are receiving gross wages.
- c. Effective with disabilities commencing on or after 1/1/00, the maximum benefit is \$3,100 per month.
- d. The Company agrees that if a disabled employee was denied benefits by the insurer after the first twenty-four months of disability, and the Company could not provide employment for the individual, and the individual had acquired the total of age and years of service totaling 60 at the time the employee began receiving Long Term Disability payments, the employee will be eligible for an early medical retirement under the conditions outlined in the Memorandum of Understanding of Items Agreed to During Negotiations of New Labor Agreement March 12, 1984.
- e. Employees are normally required to exhaust their active payroll benefits before becoming eligible for disability benefits under the Long Term Disability Plan. This would include all holiday, vacation, and occupational or non-occupational disability benefits. However, subject to agreement by the Company, employees may postpone vacation entitlement at the time they have exhausted occupational or non-occupational benefits and begin receiving benefits under the Long Term Disability Plan subject to the following conditions:
 - 1. The maximum amount of vacation entitlement employees may postpone cannot exceed the vacation they would be entitled to in that calendar year.
 - 2. It will be the obligation of the employee or the Union to request vacation postponement under the terms described above prior to the time the employee exhausts occupational or non-occupational benefits.

Section 7. Basic Group Life Insurance

The Company pays the full cost of this plan.

Section 8. Optional Group Life Insurance

The employee pays the full cost of this plan.

Section 9. Accidental Death and Dismemberment (AD &D)

Benefits are as described in "Your Benefits Program".

Section 10. Retiree Health and Life Insurance

- a. Effective August 1, 2003, upon retirement:
 - 1. The retiree life insurance benefit is reduced immediately to \$12,500. Employees hired after May 12, 2007, are not eligible for post-retirement life insurance.
 - 2. The Company contribution to post-age 65 coverage is modified as per Item #6 to the May 12, 2007 Memorandum of Agreement.

Section 11. Broken Service

- a. The following rules regarding the reinstatement of prior service for crediting to sick pay, vacation time and service awards shall be in effect:
 1. If the prior period of regular full-time service was five years or more, then that service is now automatically and immediately recognized. Only years and months of actual full-time service should be counted.
 2. If the prior period of regular full-time service was less than five years, and the break in service was less than five years, then the prior service is recognized after one year of future service. Only years and months of actual full-time service should be counted.
 3. In all other cases, no credit for prior service shall be given.
 4. Effective May 12, 2003, employees will have their prior TCW service time reinstated for crediting sick pay, vacation time and service awards. The employment history records, contained in the Field Accounting Department, will be utilized for such reinstatement of service time.
- b. Rules for the crediting of service after a break in service under the pension plan are contained in Section 4.07 Reemployment in the Final Average Pay Plan II section of the Summary Plan Description.

Section 12. Educational Reimbursement

- a. It is the present policy of the Company to reimburse regular full-time employees with more than one year of continuous service, for 90 per cent of the net cost of both tuition and required textbooks for courses which are reasonably related to their present or prospective future work with the Company. Courses taken to satisfy established degree requirements as a qualification for bargaining unit positions will be reimbursed at 100%. Course approval in each case will be determined by the Company on the basis that both the employee and the Company will benefit from the additional schooling. The courses must be taken outside of working hours and must not interfere with regular work.
 1. Procedure for Application

The employee must complete an Educational Aid Program Application for Approval & Reimbursement form available from the Employee Relations Department and submit it to his supervisor so that it may be approved prior to the starting date of the course.
 2. Procedure for Reimbursement
 - a. The employee should resubmit the approved application, upon completion of the course within the normal time specified, with passing grades as determined by the school. A certificate or other formal report from the school that the course

has been successfully completed together with a final statement of costs for tuition and textbooks must accompany the application.

b. The Company will reimburse regular full-time employees, with more than one year of continuous service, for 90 per cent of the net cost of tuition, required textbooks and fees for courses which are reasonably related to their present or perspective future work with the Company. Such reimbursements will be paid at the beginning of the school semester. Appropriate documentation will be required to demonstrate the actual cost of tuition, books, and fees. The employee will be required to provide documentation of successful completion of the course. In the event that the course is not successfully completed, the Company will recover the previously reimbursed amounts for that course.

NOTE: The employee must still be employed by the Company when reimbursement is requested. The Company will make payments only to the employee. Such payments are considered as wages by the Internal Revenue Department and are subject to withholding taxes for Income and Social Security purposes.

Section 13. National Grid Scholarship Program

The National Grid Scholarship Program is available to all employees. Future program continuation, termination, or changes is at the full discretion of the Company.

Section 14. Dependent Care Assistance Plan

Benefits are as described in "*Your Benefits Program*".

Section 15. Workers' Compensation Benefits

- a. The Company will pay the entire cost for benefits payable under State or Federal Workers' Compensation laws for disability caused by occupational injury or disease whether such benefit payments are made entirely by an insurance company or in part by State and Federal Authorities.
- b. Workers' Compensation checks are made payable directly to the employee by the insurance carrier.
- c. When an employee is involved in a dispute between two insurance companies as a result of a change in the Workers' Compensation carrier, the Company, on the request of the employee, or the Union, will evaluate each individual case and provide necessary assistance when the Company feels it is appropriate.
- d. The Company agrees to explore alternative dispute resolution methods for Workers' Compensation issues that would work to the mutual benefit of both the Company and the Union in helping to control costs.

Section 16. Severance Pay Plan

a. Basic Severance

1. Regular employees who have completed three (3) years or more of continuous service and who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of one (1) week's base pay at the rate of pay at the time of release for each full year of continuous service. An employee shall not be required to accept severance pay. He shall have an option, effective up to two years following the date he receives from the Company, notice of termination, to accept or not to accept severance pay. In case he elects not to accept severance pay, he shall not lose his reemployment rights, but shall retain all reemployment or other privileges which the contract between the Company and the Union or which the practice of the Company provides.

b. Enhanced Severance

1. If the employee signs the required Agreement and Release, benefits will be as follows:
 - a. Regular employees who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of two week's base pay at the rate of pay at the time of release for each full year of service (pension service basis).
 - b. Up to one year Company contribution towards COBRA health coverage.
 - c. \$4,000 gross for retraining or education reimbursement during first year following severance.
 - d. Election period of 90 days
- c. Severance benefits shall be in addition to any earned vacation benefits for which the separated employee is eligible.
- d. Severance pay benefits shall not apply to employees:
 1. Discharged for just cause
 2. Retiring from the Company (including early medical retirement)
 3. Leaving on leave of absence
 4. In the event of death

Section 17. Moving Expenses

The Company will pay reasonable moving expenses if they are necessary and the move is required by the Company.

Section 18. Perfect Attendance Program

Permanent employees, following one (1) full year of continuous employment will be entitled to a reward for each Calendar Year during which there are no absences except those due to jury duty, vacations, bereavement, military leaves of absence and union leaves of absence.

First year of perfect attendance, one (1) additional floating holiday and one hundred fifty dollars (\$150) will be awarded.

Second consecutive year of perfect attendance, one (1) additional floating holiday and two hundred twenty-five dollars (\$225) will be awarded.

Third consecutive year or more of perfect attendance, one (1) additional floating holiday and three hundred seventy-five dollars (\$375) will be awarded.

Awards are paid out the following year. Floating holidays are to be scheduled the same as the current vacation policy.

ARTICLE IX - HOLIDAYS

Section 1. Employees subject to the provisions of this agreement shall receive normal straight time compensation on each of the following legal holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Last scheduled working day before Christmas Day, Christmas Day, Plus two floating holidays which are subject to the Supplementary Holiday Provisions below. This subdivision does not apply to employees who are not paid for the week in which the holiday occurs, with the exception of employees on the active payroll, absent due to illness or injury.

Section 2. If employees work on such holidays in their normal schedule, they shall receive, in addition to the holidays listed above, one and one-half times their straight time hourly rate for all hours worked in that schedule.

Section 3. If employees are assigned on such holidays to work hours outside their normal schedule (normal schedule on days of relief being hours worked in last regularly scheduled day) they shall receive two and one-half times their straight time hourly rate for all hours worked.

Section 4. Holidays not worked will not be paid to employees who are on a "no work-no pay" status unless employees worked the scheduled work day prior to and subsequent to the holiday unless the Company and the Brotherhood are satisfied by convincing evidence that the absence was justifiable.

Section 5. When forces are required to provide services in areas that observe holidays that are in conflict with those specified by the current labor agreement, the following will apply:

- a. Sufficient number of people will be requested to man the job.
- b. Those people who choose to work will be granted a future day off at a time mutually acceptable or holiday pay, whichever is desired.

- c. Expense payment for the alternative day off will be based on the payment that would normally have been made had the original schedule been adhered to.

Section 6. If on a holiday which falls on a regularly scheduled day an employee is absent during a sick pay period, his pay for the day will be charged as holiday pay.

Section 7. If an employee is absent but receiving vacation pay or authorized funeral leave, and the holiday occurs on his normal workday, the employee shall receive either an additional day off with hours to be designated by the Company or normal straight time hourly compensation for one day.

Section 8. If an employee is on a "no work-no pay status" he shall receive holiday compensation only if he works the scheduled workday prior to and subsequent to the holiday unless the Company and the Union are satisfied by convincing evidence that such absence was justifiable.

Section 9. All eligible employees shall be paid for hours not worked on recognized holidays the wages or salary they would have received if such holiday had not occurred.

Section 10. An employee who is retiring prior to utilizing his floating holidays will have ~~that~~ those days added to the vacation allowance to which he is entitled on going into retirement.

Section 11. Under normal conditions, an employee will receive one day's pay as a result of a holiday falling on his day of relief. If the employee desires to have compensating hours off in lieu of pay for the holiday, his supervisor will endeavor to arrange for a day off that is mutually agreeable and is consistent with the employee's wishes, the workload and will not result in any increased expense to the Company.

Section 12. No expense payment for deferred holidays.

ARTICLE X - VACATIONS

Section 1. Effective January 1, 2008, vacation shall be accrued over any ten months during the calendar year. For 2007, vacation accrues from June 1 through December 31 except that in the event an employee is absent for two months or less at any time during calendar year 2007, he/she shall receive a full accrual for 2008. No month of absence can affect more than one vacation accrual period.

Section 2. Employees continuously employed prior to January 1 for less than one year, but more than six full months, will be entitled to a vacation with straight time pay of two normal working days for each full month of employment in excess of six months prior to January 1.

Section 3. Employees, on January 1 following one year of continuous service will be entitled to two weeks' vacation with straight time pay.

Section 4. Employees, on January 1 of the year in which they complete of five full years of continuous service, will be entitled to three weeks' vacation with pay in that year.

Section 5. For each full year of service beyond ten years, employees will be entitled to one additional day of vacation for each full year of service completed between years 11 and 14.

Section 6. Employees, on January 1 of the year in which they complete fifteen full years of continuous service, will be entitled to four weeks' vacation with pay in that year.

Section 7. Employees, on January 1 of the year in which they complete twenty full years of continuous service, will be entitled to five weeks' vacation with pay in that year.

Section 8. Effective January 1, 2008, employees will have the option to buy up to five additional days of vacation for the year subject to the applicable program rules and IRS limits.

Section 9. Vacations will be granted according to schedules approved by the Company and insofar as possible, seniority will govern. One of the three weeks, two of the four weeks and three of the five weeks of vacation for those employees who are eligible may be scheduled by the Company at any time during the calendar year which is mutually agreeable.

Section 10. Rate of Vacation Pay

An employee will be paid during vacation the normal wages or salary that he would have received if he had worked including premiums regularly accruing except that:

If within three months prior to January 1 in any year, the rate of pay of an employee is reduced, then the rate of vacation pay for the number of days vacation allowed will be based on the average of the normal weekly wages or salary of the employee for the fifty-two weeks prior to January 1 of the year in question, or for the period of employment for employees working less than a year prior to January 1 of the year in question.

Section 11. Employees who work a cumulative total of twelve weeks or more in higher rated classifications during the preceding calendar year will be paid vacation pay at such rates or at the rate of their current classification, whichever is greater.

Section 12. An employee may select his entire vacation consecutively providing the selection beyond the normal two weeks does not cause a hardship to other employees or cost the Company abnormal overtime payments.

Section 13. It is agreed that where it has been the practice to allow employees to take their vacations less than a week at a time, such practice will be continued, provided that the granting of such vacation shall be subject to the Company's right to approve vacation requests.

Section 14. In the event employees are unable to take their earned vacation prior to December 31 of any year because of sickness or injury, such vacation will be scheduled at a time set by the Company in the following year. At the request of the Union and subject to the possibility of operating conditions which make the granting of such requests inadvisable, an employee may reserve all or part of a vacation but not less than one week in one year to be taken in the following year. The rate of pay for such vacation will be that of the originally scheduled period.

Section 15. It is agreed that if a death in the immediate family occurs during a vacation, the days falling within the Funeral Leave procedure will not be charged to vacation time.

Section 16. In the event of an emergency, when an employee has been called in to work from his vacation, that is, he has completed his last scheduled day of work before vacation and has actually begun his vacation, this policy is as follows:

- a. If such an employee desires to reschedule the days of vacation interrupted by the emergency, he should be paid straight time for work during normal scheduled hours and time and one-half for work outside the scheduled hours.
- b. If such employee desires not to reschedule these days of vacation interrupted by the emergency, these days worked will be considered to be similar to a holiday and all hours worked on these interrupted vacation days will be paid for at two and one-half times the straight time rate.

Section 17. Payment of Vacation Pay to Employees Who Leave Employment

- a. Employees who leave the employ of the Company prior to completion of twelve months of continuous service will not be paid for unused vacation days.
- b. Employees who leave the employ of the Company after at least one full year of continuous employment, will be granted pay for their unused vacation for the year (at straight time) and, in addition, vacation pay (at straight time) at the rate for each full month employed after January 1st (and not to exceed the maximum) as follows:

<u>Years of Employment in the vacation year</u>	<u>Days Pay For Each Mo. After Jan 1</u>	<u>Maximum Working Weeks</u>
1-4	1	2
5-14	1 ½	3
15-19	2	4
20 or more	2 ½	5

- c. In the event an employee has been off the payroll for two months or less in any calendar year, on the following January 1, the full vacation entitlement applicable the number of completed years of service in that calendar year will be posted.

ARTICLE XI - SICK PAY, DISABILITY AND MEDICAL LEAVE OF ABSENCE

A. Sick Pay

Section 1. Occupational & Non-Occupational Disability Benefits

- a. For a temporary non-occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shows in the Schedule of Wages applicable to the position held at the commencement of the absence will be paid for not longer than 40 hours, or the equivalent of one week's scheduled work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.
- b. For a temporary occupational disability, subject to the limits outlined in paragraph d. below and subject to such evidence as may be required and with the approval of the supervisor or manager, full base pay in accordance with the hourly rates shows in the Schedule of Wages

applicable to the position held at the commencement of the absence will be paid for not longer than 80 hours, or the equivalent of two week's scheduled work, for each completed year of service dating from the employee's original employment with either the Company or a presently or formerly affiliated company.

- c. In the case of an employee who has performed substantial amounts of work under more than one approved wage or salary rate prior to his disability, consideration will be given to the amount of work performed in each such class in establishing the rate to be paid during the disability.
- d. Limit on amount of benefits - the determination of the number of hours during which salary or wages will be paid for such temporary disability shall be computed at the beginning of each week as follows:
 - 1. From the total number of hours of pay to which the employee is entitled, based on his completed years of service to that date, deduct the total number of hours, of disability for which the employee received wages or salary during the preceding 52 consecutive weeks.
 - 2. The foregoing limit shall be applied separately to:
 - a. Disabilities caused by sickness or non-occupational accident, and
 - b. Disabilities of an occupational nature.
 - 3. Both shall not be combined for the purpose of determining the number of hours during which salary or wages may be paid; i.e., an employee with ten years of service is entitled to a maximum of 400 hours of sick pay as well as 800 hours of pay less Workers' Compensation Benefits.
- e. The Federal Family and Medical Leave Act (FMLA) requirements are accepted by the parties. As such, all sickness absences beyond 3 consecutive scheduled workdays shall be deemed to be FMLA and subject to all applicable documentation and certification requirements. Failure to obtain the required certification will result in the absence being classified as non-FMLA.
- f. No sick pay benefits will be paid beyond 3 consecutive scheduled workdays for periods of disability during which the employee is not under treatment by a recognized physician or practitioner. No wage or salary payments will be made by the Company to any employee for disability resulting from the neglect or refusal of such employee to observe the Company's established safety rules or regulations if such employee has previously been warned.
- g. The Management may, in its discretion, withhold payment of wages or salary during periods of disability from employees who engage in work other than for the Company or its affiliates.
- h. With the exception of absences deemed to be covered by FMLA, nothing herein contained will be construed to prevent the Company from placing employees on a pay-as-you-work basis if an employee's absenteeism record justifies such action.

- i. Sick pay allowance is payable directly by the Company to the employee unless otherwise directed.
- k. For employees who have exhausted the sick pay benefits described above and are not on "Pay-For-Time-Worked," the seven day waiting period under the Short Term Disability plan is waived.

Section 2. Coordination of Benefits

- a. Company sick pay is fully offset by any and all statutory disability benefits. By mutual agreement, the Company may waive recovery of such benefits. In those locals where the Company is recovering Rhode Island TDI benefits, the Company agrees to reimburse employees for the cost of the Rhode Island TDI tax by a single payment in each January for the prior calendar year.
- b. Wages or salary will not be payable whenever the disability of the employee is the result of an occupational or non-occupational accident which permits the employee to recover damages from a third party. Pending the outcome of settlement of his claim, subject to the limitations set forth in paragraph d. (Article X, A., Section 1.), under Occupational & Non-Occupational Disability Benefits, appropriate wages or salary will be paid on condition that the employee agrees in writing on the form provided for this purpose to reimburse the Company to the extent provided for in such form.
- c. In the event an employee is to be paid any wages or salary for a period of disability arising from an industrial accident for which he subsequently receives Workers' Compensation weekly payments, he shall be required to agree in writing that if the wage or salary together with the Workers' Compensation payments aggregate (for the period of disability for which both payments are made to him) more than his normal weekly wage or salary, he shall reimburse the Company for the excess.
 - 1. The Company agrees to provide employees who have received both sick pay and Workers' Compensation benefits, 1.) Notice of such duplication within 45 days from the date of the first Workers' Compensation benefit, 2.) full payroll records reconciling the amounts of such overpayment and 3.) the opportunity to make reasonable repayment arrangements for repayment which in no case will require repayment over a shorter time than the period of time during which the duplication occurred. Failure to provide notice under #1, above, is a waiver by the Company of its right to recover such benefit.
 - 2. If an employee injured in an occupational accident makes a lump sum settlement with the insurance company in lieu of his receiving weekly Workers' Compensation Benefits, the benefits to which he may be entitled from the Company shall be computed for the period of his disability as though he were receiving weekly compensation benefits.
 - 3. In any case of a disability resulting from aggravation or relapse of a previous disability for which the employee has made a lump sum compensation insurance settlement and as the result thereof is ineligible for further Workers' Compensation

Benefits, the salary or wages payable by the Company shall be computed as though the injured employee was receiving such compensation benefits.

4. The Company will distribute the Workers' Compensation brochure to all claimants with lost time in the mailing of the first check. All employees submitting an accident report will receive the letter from Northern General Services as referenced in May 12, 2003 Memorandum of Understanding.

B. Health Services

Section 1. Health Services is responsible for determining when an injured or ill employee is well enough to return to work and what type of work he should be returning to. Health Services will contact the family physician, see the patient, if necessary, and make whatever tests are necessary.

Section 2. All employees who have been out for more than 3 consecutive scheduled workdays must notify Health Services before returning to work and obtain proper clearance. The applicable local union president will be provided a copy of the return to work paperwork.

Section 3. If there is disagreement between the employee's physician and the Company Health Services department, arrangements should be made for the Union representatives to talk with one of the Company physicians as soon as possible. If there is still disagreement between Health Services and the employee's treating physician on any matter pertaining to return to work or restrictions, it may, upon request of either party, be referred to a third physician, whose decision will be final and binding upon all parties. The third physician will be selected by Health Services and the employee's physician. In the event a third physician is appointed, Health Services and the employee's physician will have the right to submit the medical history of the employee and all other relevant information in their possession.

C. Testing and Examination

Section 1. DOT Compliance Physicals

DOT compliance physicals must be performed either by Health Services or one of its designated providers.

Section 2. Blood Lead Testing

Blood lead testing for the Underground department is mandatory.

Section 3. Drug & Alcohol Testing

The DOT Drug and Alcohol testing policy provides for termination of employment upon the second positive test, with a required second test during rehabilitation no later than 45 days following the initial positive test. When the Medical Review Officer determines that an employee's urine specimen is dilute, a mandatory retest will be conducted. A positive drug or alcohol test older than seven years will not be considered as a strike under this language. The Company agrees to work with its health plans to achieve maximum possible acceptance of EAP or other intervention counselor's prescribed treatment plans for employees testing positive. Employees with one or two strikes through 60 days following initial announcement of this change will continue to be subject to prior policy provisions.

Section 4. Veterans Medical Examinations

When a veteran receives a written order from the proper government agency requiring examination or treatment at a specified time and place for war-incurred injuries, effective at this date, the Company is willing to allow the time required for such examination. Such time as is allowed will, however, accrue as sick time under this Article.

Section 5. Other Medical Examinations

Other medical examinations that may be required by an employment-related regulatory requirement will be carried out or arranged for by Health Services.

E. Disability Retrogression Pay Plan

Section 1. Non-Compensable Disability

- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is not receiving Workers' Compensation Benefits, the Company shall provide him with work, provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- b. Where an employee of ten years or more of continuous service, because of disability, is or becomes unable to continue to perform assigned duties based on classification as of the date of disability, the rights of such employee and the obligations of the Company under such circumstances shall be determined in accordance with the "Disability Retrogression Pay Plan" incorporated in this agreement.
- c. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of disability for which he is not receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- d. The employee's pay rate in either case shall be determined by the PLAN shown below.

Section 2. Future Retrogressions

- a. Less than fifteen years of continuous service at the time of retrogression
 1. An employee with less than fifteen full years of continuous service with the Company at the time of retrogression shall receive the higher of (a) the Ultimate Base Rate of the new job classification, or (b) the ADJUSTED pay rate based on the percentage of their base rate at the time of retrogression as indicated in the schedule below.
 2. The employee's pay rate shall be reduced to the Ultimate Base Rate or the ADJUSTED pay rate in steps as indicated in the schedule below to reach the new Ultimate Base Rate or the ADJUSTED pay rate exactly. The first step reduction shall occur at the time of retrogression.

<u>Full Years Of Continuous Service At Time Of Retrogression</u>	<u>Pay Adjustment</u>
0 – 4	Reduction to rate of new job by three annual reductions unless wage protected
5 – 9	Reduction to rate of new job by four annual reductions unless wage protected
10 – 14	Reduction to rate of new job by five annual reductions unless wage protected

b. Fifteen full years or more of continuous service at time of retrogression

An employee with fifteen full years or more of continuous service with the Company at the time of retrogression shall retain the ultimate pay rate of the classification from which he is retrogressed.

Section 3. Past Retrogressions

- a. Any employee who comes under the PLAN but whose date of retrogression occurred prior to the effective date of the new PLAN shall receive an ADJUSTED pay rate that is equal to their current pay rate. The new ADJUSTED pay rate shall become effective the date the new PLAN goes into effect. If such employee is again transferred to one or more lower rated classifications, the ADJUSTED pay rate upon such transfer shall be computed as outlined under, Future Retrogressions.
- b. If applying the new PLAN to such employees (using the date of retrogression) would produce a higher rate of pay, they shall receive the higher rate as their ADJUSTED pay rate.

Section 4. Compensable Disability

- a. In the event an employee with ten full years of continuous service or more becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits, the Company shall provide him with work, provided he is able to perform such work. If such employee refuses to accept such work, the obligation of the Company hereunder shall be discharged.
- b. In the event an employee with less than ten full years of service becomes unable to perform his normal duties because of a disability for which he is receiving Workers' Compensation Benefits and if the Company is able to provide him with work which he is capable of performing, he shall be assigned to such work. If such employee is unable to perform such work or refuses to accept such work, the obligation of the Company hereunder shall be

discharged. The employee's pay rate in either case shall be determined as set forth under Section 1, Non-Compensable Disability, except that the following shall apply:

If, at the time of retrogression, the employee is receiving compensation for partial disability, the Company will pay such amounts so that the employee's total compensation from the Company and from such Disability Benefits will never be less than the ADJUSTED pay rate.

Section 5. General Provisions Applicable to Non-Compensable and Compensable Disability above

- a. The date the employee commences work at his lower classification shall be considered as the date of retrogression.
- b. In all computations, only FULL YEARS of service shall be used.
- c. ADJUSTED pay rates established under the PLAN shall be figured to the nearest cent except where the rate figures exactly to a half-cent.
- d. An employee receiving an ADJUSTED pay rate under the PLAN shall hold the title of his new job classification with the word "SPECIAL" appended thereto.
- e. The Health Services Department of the Company in all cases shall consult with such employee's family physician and in the event of disagreement as to the employee's condition and ability to perform the work of any particular class, the case shall be referred to a recognized specialist or clinic in the field of medicine involved, whose opinion will be final and binding upon all parties.
- f. No change in GROUP INSURANCE classification shall result from such retrogression.
- g. The Company may, in its discretion, withhold the provisions of this PLAN from employees who also engage in work for other than the Company or its affiliates.
- h. An employee transferred to another classification under this PLAN shall be assigned without posting the job.
- i. References to continuous service in the Company shall include service with affiliated companies.

E. Procedure On "Pay-For-Time-Worked"

Section 1. Probationary Employees

- a. Each non-FMLA absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee should be allowed to become permanent.
- b. Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than mere loss of sick pay and the Union should be advised of this action.

Section 2. Permanent Employee

a. The Record

Whether an employee should be called in for discussion of his poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number of non-FMLA absences (frequency), total days lost, exclusive of authorized non-FMLA absences (personal time, civic duties, union business, etc.) pattern of non-FMLA absence (past record, sudden change, regularity, days of week out), length of period over which absenteeism has been considered excessive.

b. First Interview

1. When such an interview is held with an employee whose job is covered by a labor agreement, the department head will invite the Union to be represented at the meeting. No less than 3 days prior to the first interview meeting on absenteeism, the Union will be provided with the number of instances of the non-FMLA absence for the employee(s) involved.
2. In the first meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve or he may be put on a pay-for-time-worked basis. A continuing bad record may mean the individual is not employable.
3. This step will take place after 2 instances of non-FMLA absence in a rolling 12-month period.

c. Second Interview

1. The absentee record will be subject to monthly review, and if there is no substantial improvement after the warning, the department head should call in the employee and tell him that his attendance record continues to be a problem and that unless there is sufficient improvement, he may be put on a pay-for-time-worked basis and he may ultimately not be employable. No less than 3 days prior to the second interview meeting on absenteeism, the Union will be provided with the number of instances and number of days of the non-FMLA absence record of the employee(s) involved. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 3 instances non-FMLA absence in a rolling 12-month period.

d. Third Interview - Pay-For-Time-Worked

1. The absentee record will be subject to monthly review and if there is no substantial improvement, the employee will be placed on pay-for-time-worked. He will also be told that he may not be employable. Again, the Union will be invited to the interview. A letter will again be sent to the employee with copies to the Union and to the Employee Services Department.
2. This step will take place after 4 instances of non-FMLA absence in a rolling 12-month period.

e. Follow-Up

1. Failure to Improve - The absentee record of an individual on a pay-for-time-worked basis will be subject to monthly review, and if no substantial improvement is observed within one year, a discussion between the department head, the Employee Services Department and the Union should be held to determine what action, if any, should be taken.
2. Improvement - If the employee's absentee record improves to the point where it is no longer considered excessive for a six months' period*, then the department head may restore sick pay benefits to the employee. If the employee's absentee record improves to the point where it is no longer considered excessive for one year, then the department head will restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if his record again becomes poor, he will be put back on a pay-for-time-worked basis subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review, and he again has to be placed on a pay-for-time-worked basis, this action will be for an indefinite period. Again the employee should be reminded that a continuing bad record may mean the individual is not employable. If sick pay benefits are restored as a result of this second review and the employee's record is satisfactory for a further period of one year, the warning will be removed from the employee's record, and the employee and the Union will be given written notice of this action.

*Exception: In case of dramatic action on the part of the employee designed to eliminate his absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

3. Definition of Pay-For-Time-Worked - An individual on a pay-for-time-worked basis shall not be eligible for sick pay benefits from the Company, except for sick pay benefits related to an occupational injury or illness.
4. General - On occasion, an employee may feel that the Company is questioning the legitimacy of his declared illnesses. This is not the case. The above procedure is based on excessive absenteeism which is a matter of record. Therefore, this procedure would not cover an instance where an employee is known to have falsely

claimed a non-FMLA absence due to illness, nor would it cover a situation where an employee failed to properly notify the Company of his absence.

ARTICLE XII - LEAVES OF ABSENCE

A. General

Section 1. After three years' service, an employee may be granted an unpaid leave of absence not to exceed five weeks and such leave of absence cannot be given more than once in three years except in unusual circumstances.

Section 2. All such leaves may be granted for reasonable cause, may not require more than reasonable extra costs to make the necessary adjustments, and decisions regarding them, while open to discussion with the Union, are wholly subject to management discretion.

Section 3. An employee with three years' service may be allowed, at the option of management, to take a maximum of one year's leave of absence without pay. Employees, while on such leave of absence, will not accrue any service toward pension, vacation, sickness, or any other items affected by length of service.

B. Military

Section 1. Amount and Period of Wages While on Certain Military Duty

- a. Eligible employees who are members of the National Guard or on the reserve list of any branch of the Federal armed forces and who are required to attend training camps for two weeks of training, will be paid their normal working week's leave with wages or salary for two weeks, but up to three weeks, depending upon the orders, in any one calendar year. Up to five of these days may be taken as single days with thirty (30) days advance notice. Wages or salary payable while in such military training will be computed on the same basis as vacation pay.
- b. No deduction from wages or salary will be made for absence when ordered out for parade, rifle practice or special peacetime military duty. Such order must be addressed to the employee and be signed by his commanding officer.

Section 2. Guaranteed holidays while on certain military duty

- a. Since eligible employees will be absent three weeks with pay the absence at camp will be considered Military Service Leave. If a holiday falls in that week on his usual day of relief, his compensation would be for forty-eight hours or a normal workweek plus one day.
- b. It will no longer be required that an employee take his vacation in connection with military duty in order to receive pay for military duty.

Section 3. Military Leave of Absence

The wartime policy with respect to permanent employees who are granted a leave of absence to enter service in the armed forces, established by memorandum dated February 2, 1942, and Sections 1-D-

3 (dated 7/20/45) and IV (E) dated 4/2/45 of "Plan for the Reemployment of Returning Veterans," is hereby terminated. The following policy should be adhered to in the future for permanent employees liable for military service under existing laws and entering service in the armed forces (whether inducted or by voluntary enlistment) for three months or more.

Section 4. Status of Employees

Eligible employees who are activated for a period exceeding their normal 2 or 3 week annual training period will be granted a leave of absence for the period the employee is required to remain in the service as prescribed by law and such leave will not be construed as a break in the employee's continuous service record.

Section 5. Suspension of Compensation

The compensation of employees will be suspended during the period of leave of absence.

Section 6. Vacation Allowance

At the time of entry into the services of the armed forces, employees shall be paid only for vacation accrued, but not taken, to the date the leave of absence begins. Upon return to active employment, such employees will be allowed a vacation in the year of return equal to that which they would have been entitled to if employment had been continuous, except that if the employee returns to active status so late in December that it is not possible to take the full vacation prior to the end of the year, he shall be allowed the remainder of the month as vacation. In no event will any employee receive more than his normal vacation allowance in any year through payment for accrued vacation or vacation taken.

Section 7. Group Insurance and Medical Care Benefits

- a. Group Life Insurance, Group Accidental Death and Dismemberment Insurance, Weekly Health Benefits and medical care plan membership will be suspended during the leave of absence period except that:
 1. Group Life Insurance will remain in force for 30 days after the date on which leave of absence begins, during which period employees may exercise the right of conversion outlined in Group Insurance certificates.
 2. Family membership in a medical care plan may be maintained during the period of leave of absence by direct payment to these agencies.
- b. Upon return to active employment, the above coverage and benefits shall be reinstated without the customary waiting periods.

Section 8. Group Annuities

If an employee is a participant in the Insured Group Annuity Plan at the time of entrance into the services of the armed forces, employee contributions (paid by the employing company) and Company contributions will be suspended during the period of leave of absence and consequently, no annuities would be purchased during this period.

C. Amount And Period Of Wages While On Jury Duty

Section 1. Full normal wages or salary will be paid to eligible employees while absent from work for jury duty.

Section 2. Full normal wages or salary will be paid to eligible employees while absent from work when subpoenaed to testify or participate in any court case or administrative proceeding, or when subpoenaed to appear before anybody having the legal authority to require the attendance of witnesses by service of legal process. The provisions of this section shall not apply to any proceeding in which:

- a. An employee is suing the Company.
- b. An employee has filed a charge or claim against the Company with an agency of the government which has resulted in the holding of a court or administrative hearing in which the Company is the respondent or defending party.
- c. Any Union is a party and causes the issuance of a subpoena to the employee to require his testimony or presence, unless the Company and the Union are both plaintiffs, defending parties or respondents in the matter.

Section 3. Wages or salary that the employee would have received if he had worked will be paid except that in the case of employees who have performed substantial amounts of work under more than one approved wage or salary rate prior to such duty, consideration will be given to the amount of work performed in each such class in establishing the wage or salary rate to be paid during such duty.

Section 4. Employees drawn for jury duty, whose days of relief are other than Saturday or Sunday, generally should not be required to report for work on Saturday and/or Sunday. However, if because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report.

Section 5. If an employee on jury duty is excused for one day or more, he is expected to call his supervisor and inquire whether or not he should report for work. The supervisor's decision shall be final.

D. Funeral Leave

Section 1. In the event of death of a member of the family of an employee, the Company will grant reasonable time off without loss of normal straight time compensation for all scheduled work days falling within the three-day period next following the date of a death in the immediate family (wife, husband, same-sex spouse, same-sex domestic partner, children, step-children, daughter-in-law, son-in-law, parents, step-parents, sister or brother, step-sister or step-brother, parents-in-law or in the immediate household). For other members of the family (grandparents, grandchildren, nieces, nephews, brother-in-law, sister-in-law, and aunts and uncles) one day without loss of pay will be granted if the funeral is held on a scheduled work day.

Section 2. More time in individual cases, due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of local management.

E. Payment Of Wages For Other Time Not Worked

Section 1. No deductions will be made from wages or salary of eligible employees for approved absences for personal reasons and for approved civic duties, as in the past.

Section 2. No employee will be paid wages for time lost or not worked due to habitual tardiness or other unauthorized personal absence.

F. Union Business

Section 1. The Company agrees to grant to permanent employees such reasonable leaves of absence, without pay, for the transaction of official union business of the Union, in such numbers and for such length of time as the Company may determine. During such leaves of absence, the employee will be provided with benefits as follows:

- a. Continued pension plan participation the cost of which will be borne by the Company.
- b. Continued medical plan participation to be billed to the Union at the rate of the applicable employee contributions required under this agreement.
- c. Continued disability plan participation to be billed to the Union at full cost.
- d. Continued life insurance plan participation at no cost to the Union.

Section 2. Any such employee who returns to the employ of the Company at the expiration of his leave of absence, will be credited with the seniority that such employee would have had if he had remained in active service with the Company during the leave of absence, and shall be assigned to the classification in the roster to which such seniority entitled him, provided such employee is then qualified by fitness and ability to perform the work of such classification.

Section 3. As soon as practical following the implementation of the new payroll/HR system, the Company will establish a new pay status which will apply during times the employee is on an authorized absence for union business with pay at the expense of the union- the status which is referred to today as Union-No Pay. The Company will then make payment of regular pay for such authorized day(s) as though the employee worked for the Company and then invoice the applicable local union on a regular basis for the costs of such regular pay plus payroll taxes, Thrift Plan Match, and any other items which are additional costs that are not currently paid by the Company in connection with this unpaid time.

Section 4. Payment from the union will be required within 30 days of invoicing. Repeated or recurring non-payment or late payment by any local will result in termination of this arrangement for that local.

ARTICLE XIII - SAFETY

Section 1. The Company will continue to make reasonable regulations for the safety and health of its employees during their hours of employment. Representatives of the Company and the Brotherhood shall meet from time to time at the request of either party to discuss such regulations. Before any new regulation is established, the Company shall send a copy of the contemplated regulation to the Business Manager of the Local representing the employees involved. The Company will suspend the enforcement of the contemplated regulation for a period of four weeks pending a conference with representatives of the Brotherhood to discuss the reasonableness of the new regulation if such a conference is requested by the Business Manager. The Brotherhood agrees that its members employed by

the Company shall comply with the regulations made by the Company and the Brotherhood also agrees that its members will use the protective devices, wearing apparel and other equipment to be provided in accordance with the present practice of the Company for the protection of employees from injury.

Section 2. The Company expressed its intent that a Working Foreman when acting as such should not also be assigned as a Safety Supervisor unless there are unusual circumstances.

Section 3. The Company agrees to participate in a joint committee established to discuss uniform safety standards. This committee is to make advisory recommendations for Company acceptance.

Section 4. A joint Union/Management Safety Committee will be formed to meet bimonthly to discuss safety problems.

Section 5. It is agreed to allow Union representatives to attend monthly safety meetings.

Section 6. The testing cycle of Class 2 rubber gloves will change from one month to three months.

Section 7. Class II rubber sleeves and gloves will be worn when switching or working on energized primary distribution conductors and equipment.

Section 8. Work group leaders will conduct a pre-job briefing before the start of each job assignment. The crew leader will sign each pre-job briefing form, and the crew will affix their initials indicating their attendance at the briefing.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

Section 1. Upon the written request of the Brotherhood made within ten days from the date upon which an employee has been disciplined at the written reminder level or above, suspended or discharged, the Company shall grant a hearing to the employee involved. Upon receipt of the foregoing request, the Company will inform the Brotherhood of the reason for the suspension or discharge.

Section 2. The hearing will be conducted by the department head or manager within ten days of the written request, and if exonerated, the employee will be reinstated without prejudice and compensated for any loss in wages. At the hearing, the Union shall represent the employee so disciplined and may present witnesses. When hearings on discharge require further attention through the grievance procedure, a grievance meeting will be held at the third step level within ten days of the hearing.

ARTICLE XV - SETTLEMENT OF DISPUTES

Section 1. While this agreement is in effect, there shall be no authorized or sanctioned cessation, retarding or stoppage of work because of any dispute which may result from an interpretation of this agreement, or from any cause whatsoever. It is further agreed that any employee represented by the Union an/or subject to the terms and conditions of this agreement who, without the authority or sanction of the Union, voluntarily absents himself or herself from work because of any dispute or demand may be denied further employment or suspended at the option of the Company.

Section 2. Any dispute arising during the term hereof shall be treated as a grievance and every reasonable endeavor shall be made to settle such dispute by agreement between the Union and the Operations Manager or Division Director of the Company.

Section 3. Disputes and grievances shall be handled with the aggrieved employee with the Shop Steward in the following steps: first, with the supervisor or foreman; second, with the department head; and third, with the Union and the Operations Manager or Division Director of the Company, or his representative. Grievances continuing beyond the first step shall be in writing for the records of the Company and the Union, and shall be presented in quadruplicate on forms to be provided by the Company. Grievances will be answered within fifteen days if possible; if not, the Local will be notified and given the reason for the delay.

Section 4. All grievances not settled under the procedure outlined above and other differences arising between the parties relative to wages, hours, conditions of employment or other matters mentioned in this agreement shall at the request of either party, be referred to arbitration to an arbitrator mutually agreed upon by the parties, whose decision shall be final and binding. Each party shall bear its own arbitration expense. Compensation of the arbitrator shall be borne equally by them. In case the parties are unable to agree upon the choice of an arbitrator, then the arbitrator shall be chosen from a list of arbitrators to be supplied by the American Arbitration Association.

Section 5. Multiple or unrelated grievances shall not be arbitrated simultaneously, in the same hearing, before the same arbitrator except by mutual agreement of the parties.

Section 6. The provisions of this Article shall not apply to probationary employees.

Section 7. The parties agree to participate in a so-called "last best offer" pre-arbitration conference upon request of either party provided that such conference must be requested in time for the arbitration to be cancelled without cost to either party.

Section 8. Except as specifically provided herein, this agreement shall not be changed or added to by arbitration, and all awards shall be consistent with the terms hereof.

ARTICLE XVI – SUPERVISORS WORKING

Supervisors who are not covered by the labor agreement will do only such incidental work as is necessary to instruct others or to improve operations. They shall not, except in emergencies, perform work that employees subject to the labor agreement are normally required to perform.

ARTICLE XVII – STIPULATIONS

Section 1. Except where specifically provided otherwise herein, all notices and requests shall be deemed to have been fully and completely served or made by the Company when sent by registered mail addressed to James G. Simpson, Business Manager of Local Union No. 326, IBEW, at 707 Turnpike Street, North Andover, MA 01845 or to John F. Callahan, Business Manager of Local Union No. 486, IBEW, at 70 Webster Street, Worcester, MA 01603 and by the Brotherhood when sent by registered mail to National Grid USA Service Company, 40 Sylvan Road, Waltham, MA 02453, unless either party hereto shall give notice of a different address at least five days before any such notice or request is mailed.

Section 2. The Company will not purchase any product that has been manufactured or produced in working conditions that resemble a sweatshop or that have child labor in the workplace.

ARTICLE XVIII - TERM OF AGREEMENT

Section 1. The term of this agreement shall commence as of the 12th day of May 2014, and shall continue through May 11, 2017, at the expiration whereof the term shall automatically continue for a period of one year and so on for like one-year periods unless terminated on the eleventh day of May 2017, or on the eleventh day of May of any year thereafter by a written notice from either party to the other at least sixty days prior to such date of termination.

Section 2. Proposed amendments to this agreement may be submitted by either party to the other in writing on or before the eleventh day of May 2017 or the eleventh day of May of any year thereafter during the term hereof. The parties shall confer on or about the eleventh day of May 2017 or on or about the eleventh day of May of any year thereafter, and endeavor to agree on proposed amendments submitted as aforesaid. Amendments mutually agreed upon shall become effective on the twelfth day of May following the submission of such amendments unless the parties hereto agree upon a different effective date, provided neither party terminates this agreement in the manner herein set forth. In the event that the parties fail to agree upon a disposition of all amendments proposed as aforesaid before the twelfth day of May 2017 (or the twelfth day of May of any year thereafter), those not agreed upon shall be disposed of in the manner providing for the settlement of disputes under Article XV herein, provided however, that this shall not be construed to prevent the absolute termination of this agreement on the eleventh day of May 2017, or on the eleventh day of May in any year thereafter, as provided in this Article.

ARTICLE XIX- CONTRACT SUCCESSION

Section 1. In the event the Company decides to change the named employer of employees at any location, in any department, from the name of one subsidiary or affiliate to another, this agreement shall be binding on such successor employer even if it is not so named in the preamble to this agreement.

Section 2. In the case of consolidation or merger of the Company with an affiliated company or the sale of all or part of Company property to an affiliated company or the sale, lease, transfer or assignment of any of the operations covered by this agreement, the provisions of this agreement will continue to apply to such property and/or operations to the extent legally permissible, for the term of the agreement to the classifications and employees covered by the terms of this agreement.

Section 3. In the event of a merger or sale of all or any part of its property or business to a non-affiliate of the Company, the provisions of this agreement will continue to apply to the extent legally permissible, for the term of the agreement to the classifications and employees covered by the terms of this agreement.

**National Grid USA Service Company
Construction Services
TRAVEL AND LIVING EXPENSE PAYMENT SCHEDULES**

A. Travel and Living Expense Payments

Section 1. The following policy regarding Travel and Living Per Diem Payments will supersede all existing agreements, oral and written, now in effect with Locals 326 and 486. It will be also agreed by both parties that home base assignments will be reviewed for any individual making a request in writing as outlined in the June 7, 1993, Settlement & Agreement regarding home base assignments. All Per Diem mileages will be determined utilizing street addresses for Home Base and job locations.

Section 2. Employees are assigned a home base (using the Internet based Google Maps) from the following list of approved home base locations:

Athol, Attleboro, Beverly, Brockton, Gloucester, Great Barrington, Hopedale, Lebanon, NH, Leominster, Malden, Marlborough, Monson, Newburyport, North Adams, North Andover, Northampton, Somerset, Spencer, Sutton, Tewksbury, North Kingstown, RI, Providence, RI, Scituate, RI, Warren RI, Westerly RI, Worcester.

All Depot or Sutton Garage employees whose homebase was previously Westborough will be reassigned to a homebase nearest to their home (using the Internet based Google Maps).

All other current employees will be allowed to retain their current homebase.

B. Policy re: Per Diem

Section 1. The Company will pay a Per Diem in such cases as follows:

Per Diem amounts shall be determined by multiplying the maximum miles in each range times 2 (round trip) times the applicable IRS mileage reimbursement as it changes from time to time. The \$0.56/mile IRS mileage reimbursement and IRS 1542 Table 2 will be considered to be a “floor” for the term of the contract and will be in accordance with all IRS guidelines concerning taxable income.

Per Diem Schedule:

5/12/2014 @ \$0.560/mile

0 miles but less than 20	\$0.00
20 miles but less than 30	\$33.60
30 miles but less than 40	\$44.80
40 miles but less than 50	\$56.00
50 miles but less than 60	\$67.20
60 miles but less than 70	\$78.40

70 miles but less than 100 miles would be calculated by the IRS 1542 using the low rate method for lodging portion only and updated Jan. 1st each year. \$110.90

Assignments over 100 miles will be limited to the National Grid USA service territories as of May 11, 2014, not inclusive of New York, would be calculated by the IRS 1542 using the \$158.00 current high low method updated Jan. 1st each year.

Section 2. No Per Diem payment other than the above will be made to an employee.

Section 3. Mileage shall be determined in accordance with the internet based Google Maps as determined by the latest version at the time of implementation and use of "quickest route." There will be no reduction to the per diem payment during an assignment due to a change to the "quickest route".

Section 4. Employees while assigned to a work location more than 150 miles from their home base will be entitled to the applicable per diem payment for holidays or days of relief.

Section 5. When an employee is requested, by the Company, to attend a one day session such as a meeting, medical appointment, or training, etc., he will be paid round trip mileage from the job site to the Company location or expense per diem for that day, whichever is greater.

Section 6. When an employee is assigned to work on a job 70 miles or more from their home base and they become ill during the workweek, they will receive the applicable per diem payment. This per diem payment applies only to an employee who is living away from home while he is ill and who qualifies for sick pay benefits. The employee will be required to provide proof of living expenses for living away from home while ill, as well as proof of medical visit.

C. Policy re: Mileage Payments

Section 1. When employees are directed to report to work locations away from their home base, they will be reimbursed for transportation under the following conditions:

- a. If such an employee is authorized to travel to a job for which per diem is payable in his privately owned car, he will be paid the per diem rate as stipulated in "TRAVEL AND LIVING PER DIEM PAYMENT SCHEDULE" above.
- b. Use of personally owned cars on Company business must be authorized on each job as in the past. Employees who are not authorized to use their cars and who use public transportation will be reimbursed for actual travel expense.
- c. Employees authorized as above described to use their own cars on Company business will receive a personal mileage reimbursement at the per mile rate established annually by the IRS.
- d. Mileage will be determined in accordance with the internet based Google Maps as determined by the latest version at the time of signing and use of "quickest route."
- e. An employee who uses his own car for authorized Company business other than for their own transportation to and from the job will be reimbursed for actual mileage traveled and the internet based Google Maps will not be used in such cases.
- f. The foregoing supersedes all existing agreements, both oral and written, relative to payments now in effect with Locals 326 and 486.
- g. When an employee is requested to travel more than 100 miles to or from a job, he will receive \$15.00 (before taxes and applicable deductions) for each ten miles or major portion traveled during periods outside the normal working day. When an employee is requested to travel 100 miles to or from a job, with less than 24 hours notice, he/she will have the option to elect either the \$15.00

(before taxes and applicable deductions) or fifteen minutes for each ten miles or major portion traveled during periods outside the normal working day. If the employee elects the time, they must use the time at the beginning of their next shift.

- h. Cases not covered by the foregoing schedule shall be settled by agreement between the Director of Construction and Services (or equivalent position) or their representative and the Business Manager of the Local Union involved.

D. Miscellaneous

Section 1. Meal Policy - Employees requested by the Company to work one (1) hour beyond their scheduled quitting time will be entitled to one-half hour in which to eat a meal. Employees requested to work six (6) hours beyond their scheduled quitting time will be entitled to an additional one half hour in which to eat a meal. Meals will be provided to the employees assigned to emergency restoration efforts, after 3 hours on an extended work day or when crews are scheduled to stand by on a day of relief.

Section 2. Sixth and Seventh Day Expense - Employees requested by the Company to work one (1) hour beyond their scheduled quitting time into the sixth or seventh day will receive the applicable per diem payment for that day. At no time will more than one per diem payment be paid for any one day or shift period.

Section 3. An additional per diem payment of \$10.00 will be paid to employees who work a scheduled shift of 11 hours or longer. Employees requested by the Company during that work day to work one hour beyond their scheduled quitting time, will be entitled to payment under the Meal Policy (Paragraph 1) instead of the additional \$10.00 per diem payment.

Section 4. Clarification of Mileage and Per Diem Payments

a. Mileage and Per Diem Payments for Transfer at End of Work Day

Mileage is not paid for transfers at end of the work day unless said transfer is more than 100 miles. Per Diem is based on distance to job location from home base.

b. Mileage and Per Diem Payments for Transfer During the Work Day

Mileage is paid to the new job location from the previous location. Per Diem is based on distance to job location furthest from home base.

Mileage will be determined in accordance with the internet based Google Maps as determined by the latest version at the time of signing and use of "quickest route."

Section 5. Expense Advance

Company agrees to provide a \$200 refundable expense advance to qualifying employees. Employees must be working at a job location greater than 70 miles from their home base. The advance is to be refunded to the company within 30 days. If the payment is not made, payment of future expenses to the employee will be reduced by the amount owed to the Company.

**MEMORANDUM OF AGREEMENT
BETWEEN
NATIONAL GRID USA SERVICE COMPANY AND
IBEW LOCAL 326
REGARDING
LIVE LINE TRANSMISSION WORK**

This document replaces the agreement, revised October 15, 2007, titled "Transmission Line Services Proposal". The parties agree as follows:

1. Employees currently in the classification of Transmission Line Worker 1/C
 - a. Employees are required to and must qualify for auto progression to Transmission Line Worker 1/C Hot Stick Qualified. Employees hired before May 12, 2003 will be "grandfathered" and are, therefore, not required to progress past transmission Line Worker 1/C unless they so desire.
 - b. Future eligibility for promotion to Live Line Bare Hand Specialist will be based on:
 - A. An open position in the Bare Hand Live Line Specialist classification within the TLS department (20 LLBHS)
 - B. Successful completion of 2 years as a Transmission Line Worker 1/C with 500 documented hours of transmission hot stick work.
 - C. Successful completion of 120 hours of Initial Live Line Bare Hand training
 - D. An additional 130 hours of Live Line Bare Hand hours (for a total of 250 LLBH hours)
 - E. Upon successful completion of LLBH training and passing all tasks and a final exam, the employee will receive pay increase per agreement
 - F. Upon completion of the 130 hours of LLBH work with a qualified LLBHS, the employee will progress to Live Line Bare Hand Specialist and receive pay increase per the agreement
 - G. Should an employee fail to qualify for this position based on these qualifications, the employee will be retained at the position and pay rate of TLW 1/C HSQ.
 - H. Should the employee desire on last opportunity to qualify for the position of LLBHS, they must notify the Company and will be placed into the next available training no sooner than 6 months after their first attempt. If the employee fails to qualify after their second and final attempt, the employee will remain in the position of TLW 1/C HSQ.
 - c. Those that have the 250 hours of LLBH work will be deemed fully qualified LLBHS. Those that do not have the 250 LLBH will be required to meet that obligation before being considered fully qualified.
 - d. Employees currently fully qualified in the classification of Live Line Bare Hand Specialist who chose not to continue with the bare hand position and bare hand work, will be considered as "self disqualified" and will revert back to the Transmission Line Worker 1st Class Hot Stick Qualified classification but be red-circled at the Live Line Bare Hand Specialist rate. Such employees may request one last opportunity to re-qualify as LLBHS. Upon employee request, the company will offer the next available training for LLBHS. An employee who successfully passes the certification will be promoted accordingly. If

unsuccessful the employee will not be eligible for promotion to LLBHS and will remain in the position of TLW 1/C HSQ.

- e. Employees currently in the classification of TLW1/C HSQ, as well as those who ultimately achieve the classification, who become eligible but fail to qualify to the level of Live Line Bare Hand Specialist, will remain in the position of TLW 1/C HSQ in Transmission Line Services
2. New Hires into the Transmission Line Services Organization will be required to complete training requirements to become qualified as Transmission Line Worker 1/C HSQ. If the employee desires to progress to LLBHS The following training pre-requisite will apply:
 - 2 Years as a Transmission Line Worker 1/C
 - Documented 500 hours of transmission hot stick work and in the TLS department for 7 years
 - All Transmission Hot Stick training within Transmission Line Worker 1/C level will count towards the 500 documented hour requirement.
 - Hours will be reported to IBEW Local 326 and employees on a quarterly basis
 - Initial staffing of 20 LLBHS for this agreement
 - Once staffing levels of LLBHS drop below 16, the company will provide Initial Live Line Bare Hand training to eligible employees per seniority to reach the 20 LLBHS number provided a class size of at least 4 students can be achieved.
 3. A initial assignment of four equipment operators to support Live Line Work with the TLW 1/C HSQ and LLBHS's. Equipment operators will have and maintain a valid crane operator license.
 - The operator's rate of pay will be increased 2% when they successfully complete hot stick training, another 2% when they successfully complete bare hand training, and a final 2% when they accumulate 500 documented hours of live line work. Their title will become Equipment Operator Live Line Qualified (EOLLQ)
 - Once the level of EOLLQ drops below four, an additional EO will be trained and receive pay increase per agreement
 4. The wage rate of a Live Line Specialist will be increased to \$46.85 effective May 11, 2014.
 5. Effective May 12, 2014, the present "10 year Agreement" will be reduced to the "8 year Agreement". This agreement will be reviewed on an annual basis to evaluate employee options for bidding positions outside of the Service Company. Once the Live Line Specialist classification reaches 20 fully rated persons, the Company will allow 5% of the 8 year agreement persons the opportunity to bid out.
 6. The Parties agree to form a LLBHS committee to evaluate and discuss Safety Training and Best Work Practices and Equipment, on a bi-annual basis. The committee will consist of: Safety, TLS management representatives and three union LLBHS representatives.

TLW = Transmission Line Worker; TLW 1/C = Transmission Line Worker 1st Class; TLW 1/C HSQ = Transmission Line Worker 1st Class Hot Stick Qualified; LLBHS = Live Line Bare Hand Specialist

The following attachments from the Transmission Line Services agreement, revised October 15, 2007, remain applicable in conjunction with the Live Line Transmission Work Memorandum of Agreement signed by the parties on May 12, 2014.

**EXTEND PROGRESSION TIMES
MANDATE PROGRESSION TESTING FOR TRANSMISSION LINE SERVICES LINEMAN**

The following is an overview of the changes to Lineman progression times that will be required and to the training and testing that is done by the National Grid USA Training Centers. All future training will involve some formal testing with a passing grade of 75%. In addition, employees will be expected to progress within the defined time frames. In the event an employee is unable to progress for any reason (fails formal or practical testing), or cannot meet other requirements, they will be disqualified from that position. The Company will make its best effort to find reasonable opportunities for those individuals if such opportunities exist.

A field proficiency checklist is required to progress to the next higher classification. It is the responsibility of the employee to ensure that all tasks on the list have been completed prior to the time when they are scheduled to progress.

Employees who do not pass testing (formal and/or practical) will be given a single second chance to achieve a passing grade of 75%. (Does not apply to LLBHS). A minimum of thirty days will be required before re-testing is taken and must be preceded by retraining. Any delay caused in progression by failure to pass a test will not be the responsibility of the Company and retroactive pay will not be given. Testing and training will be given at intervals to meet demand. If the Company has caused a delay in an employee's training or testing, the employee will receive retroactive pay for that position once training and testing have been completed. Employees will only receive retroactive pay for the initial time and classification for which they were delayed, and no cumulative effect will occur for future classifications.

Employees will be given a maximum of one-hour overtime to travel to and from the Training Center. Local management will determine if an overnight stay is required and, if so, it will be at the Company's expense. All meals will be at the employee's expense during training or testing at National Grid Training USA Centers.

Selection of Union trainers will be at the Company's discretion. Trainers will be selected based on qualifications, experience and past displays of leadership qualities. A trainer will not lose any classification time as a result of training assignments.

Progression Times Transmission Line Services (TLS)

Progression time to Lineman 1/C will be 48 months and will structure as follows:

Apprentice	6 months
3/C	18 months
2/C	24 months
Total	48 months

This is an automatic progression series ("up or out" concept). New hires in TLS line progression after May 11, 2003 must successfully progress to the position of Transmission 1/C HSQ. Effective May 12, 2003 all new hires and employees coming into the Transmission Line Services Lineman series must have passed the FAT test.

New hires into the progression series, after May 11, 2003, who have successfully completed 12 months as a Lineman 2/C will receive a pay adjustment equal to one half of the pay step between Lineman 2/C and Lineman 1/C.

Live Line – Bare Hand

It is the intent of the Company to utilize industry accepted tools and equipment, as well as industry accepted and OSHA approved work techniques. Safety rules will meet or exceed OSHA standards

It is the intent of the Company to use industry recognized trainers, experienced in live line work, to provide training and initial work direction for the purpose of certifying employees as able to perform live line work.

Transmission Line Services has met the obligations that were agreed to from the attachment (D). Presently TLS has trained eighteen (18) employees in live line, bare hand work. The crew has utilized live line techniques proving that they can be safe, productive, and efficient in this type of work. The following is already in place and agreed to:

1. A line person 2/C will have on year in grade before they can commence hot stick training
2. A line person 1/C who has received hot stick training will receive $\frac{1}{4}$ of the rate of a Live Line Specialist
3. When they complete 500 hours of hot stick work they will receive $\frac{1}{4}$ more of the rate of a Live Line Specialist and become a Live Line Worker 1/C HSQ
4. When they attend a course on live line, bare hand training, they will receive $\frac{1}{4}$ more of the rate of a Live Line Specialist

Proposal to Local 326 IBEW to clarify Live Line Progression

A 1/C line person will be eligible for the full rate of Live Line Specialist when they have accomplished steps 1-4 above and the following:

- 1) Hours will be granted to members of a live line crew that are performing the following functions;
 - a. Safety observer
 - b. Bonding on or using hot stick tools
 - c. Monitoring equipment
- 2) A line worker must have a total of seven years in line progression before they can receive the full rate of Live Line Specialist

**SCHEDULE OF WAGES
NATIONAL GRID USA SERVICE COMPANY
LOCAL 326**

**ULTIMATE WAGE RATE
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/2014</u>	<u>5/12/2015</u>	<u>5/12/2016</u>
<u>TRANSMISSION LINE SERVICES</u>				
Live Line Specialist	81110091	\$48.03	\$49.23	\$50.46
Live Line Specialist 1	81110144	\$46.47	\$47.63	\$48.82
Live Line Specialist 2	81110145	\$44.91	\$46.03	\$47.18
Live Line Specialist 3	81110146	\$43.34	\$44.42	\$45.53
Lineworker 1/C	81110074	\$41.78	\$42.82	\$43.90
Lineworker 2/C w/ step	81110147	\$37.07	\$38.00	\$38.95
Lineworker 2/C	81110075	\$32.34	\$33.15	\$33.98
Lineworker 3/C	81110076	\$30.58	\$31.34	\$32.13
Dynamiter	81110077	\$38.93	\$39.90	\$40.90
Field Mechanic w/certification	81110099	\$39.62	\$40.61	\$41.63
Field Mechanic	81110084	\$38.87	\$39.84	\$40.84
Equipment Operator Live Line Qualified	81110148	\$40.30	\$41.31	\$42.34
Equipment Operator 1	81110149	\$39.51	\$40.50	\$41.51
Equipment Operator 2		\$38.74	\$39.71	\$40.70
Equip Operator	81110078	\$37.98	\$38.93	\$39.90
Welder 1/C w/certification		\$40.25	\$41.26	\$42.29
Welder 1/C	81110085	\$38.93	\$39.90	\$40.90
Welder 2/C	81110086	\$34.60	\$35.47	\$36.35
Utility Worker 1/C	81110087	\$36.88	\$37.80	\$38.75
Utility Worker 2/C	81110088	\$32.66	\$33.48	\$34.31
Utility Worker 3/C	81110089	\$29.73	\$30.47	\$31.24
<u>SUTTON GARAGE</u>				
Fleet Working Leader 80 w/certification	81110092	\$42.69	\$43.76	\$44.85
Auto Technician 1/C w/certification	81110094	\$39.41	\$40.40	\$41.41
Auto Technician 1/C	81110095	\$36.74	\$37.66	\$38.60
Auto Technician 2/C w/certification	81110096	\$36.72	\$37.64	\$38.58
Auto Technician 2/C	81110097	\$35.98	\$36.88	\$37.80
Auto Technician 3/C w/certification	81110098	\$33.06	\$33.89	\$34.73
<u>FIELD ACCOUNTING</u>				
Working Leader Field Accounting	81110100	\$41.04	\$42.07	\$43.12
Field Accountant Senior	81110081	\$30.75	\$31.52	\$32.31

**SCHEDULE OF WAGES
NATIONAL GRID USA SERVICE COMPANY
LOCAL 486**

**ULTIMATE WAGE RATE
EFFECTIVE**

	<u>Job Code</u>	<u>5/12/2014</u>	<u>5/12/2015</u>	<u>5/12/2016</u>
<u>ELECTRICAL</u>				
Working Leader Switchboard	81130000	\$47.03	\$48.21	\$49.41
Working Leader Electrical	81130001	\$45.46	\$46.60	\$47.76
Switchboard Electrician	81130008	\$44.37	\$45.48	\$46.62
Construction Electrician	81130002	\$42.90	\$43.97	\$45.07
Electrician/Welder 1/C w/ Cert	81130032	\$42.88	\$43.95	\$45.05
Electrician/Welder 1/C	81130022	\$41.47	\$42.51	\$43.57
Electrician 1/C	81130003	\$40.47	\$41.48	\$42.52
Electrician 2/C	81130004	\$32.63	\$33.45	\$34.28
Electrician 3/C	81130005	\$30.02	\$30.77	\$31.54
<u>STRUCTURAL</u>				
Working Leader/cc	81130023	\$44.01	\$45.11	\$46.24
Working Leader Structural	81130018	\$42.61	\$43.68	\$44.77
Structural Specialist/cc	81130024	\$41.52	\$42.56	\$43.62
Structural Specialist	81130010	\$40.17	\$41.17	\$42.20
Dynamiter/cc	81130025	\$39.89	\$40.89	\$41.91
Dynamiter	81130009	\$39.49	\$40.48	\$41.49
Utility Worker 1/C/cc	81130026	\$38.31	\$39.27	\$40.25
Utility Worker 1/C	81130011	\$37.43	\$38.37	\$39.32
Utility Worker 2/C/cc	81130027	\$34.61	\$35.48	\$36.36
Utility Worker 2/C	81130012	\$33.16	\$33.99	\$34.84
Utility Worker 3/C/cc	81130028	\$32.44	\$33.25	\$34.08
Utility Worker 3/C	81130013	\$30.21	\$30.97	\$31.74
<u>DEPOT</u>				
Working Leader	81130014	\$44.01	\$45.11	\$46.24
Depot Utility Worker	81130030	\$41.08	\$42.11	\$43.16
Depot Material Handler	81130031	\$38.69	\$39.66	\$40.65
Utility Driver 1/C	81130015	\$38.31	\$39.27	\$40.25
Utility Worker 1/C	81130019	\$38.31	\$39.27	\$40.25
Utility Driver 2/C	81130016	\$34.61	\$35.48	\$36.36
Utility Worker 2/C	81130020	\$34.61	\$35.48	\$36.36
Driver Rigger	81130007	\$32.90	\$33.72	\$34.57
Utility Driver 3/C	81130017	\$32.44	\$33.25	\$34.08
Utility Worker 3/C	81130021	\$32.44	\$33.25	\$34.08
Driver Helper	81130006	\$31.09	\$31.87	\$32.66

This agreement supersedes and cancels all previous labor agreements between the parties with reference to the employees who perform classes of work therein mentioned.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement this 11th day of May, 2014.

NATIONAL GRID

By Kathleen F. Geraghty
Vice President

FOR THE EMPLOYEES OF NATIONAL GRID
USA SERVICE COMPANY, LOCAL UNIONS
NOS. 326 AND 486 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By James G. Simpson
Business Manager, Local 326

By John F. Callahan
Business Manager, Local 486

JAD OK 4/14/17
OK JFL 4/14/17

OK MPM 4/14/17
OK WED 4/14/17
OK JML 4-14-17

**MEMORANDUM OF UNDERSTANDING OF ITEMS AGREED TO
DURING NEGOTIATIONS OF A NEW LABOR AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCALS 326 AND 486**

**AND
NATIONAL GRID SERVICE COMPANY- April 14, 2017**

BY UNANIMOUS RECOMMENDATION OF THE NEGOTIATING COMMITTEE

1) CONTRACT TERM

60 Months (May 12, 2017 to May 11, 2022)

2) WAGES

Term	1 st	2 nd	3 rd	4 th	5 th
General Increase	2.5%	2.5%	2.75%	3.0%	3.0%

3) ACTIVE HEALTH CARE

The Company contribution percentage to the Preferred Provider Organization Plan (PPO) and the Point of Service provider (POS) will remain 80%. As shown on Attachment A, the company will provide a transitional enhanced contribution structure for the PPO for Plan Years 2018 and 2019. The Company contribution percentage to the Consumer Driven Health Care Plan (CDHP) will remain 90%.

Effective 1/1/18, employees electing to participate in the CDHP will be eligible to establish a Health Savings Account (HSA) with \$750 (individual) to \$1,500 (family), employer provided seed money annually. Effective for Plan Year 2020, the annual employer seed money for the HSA will be tied to certain healthy behaviors.

Medical Plan Design changes to the PPO, POS & CDHP Plans are modified per Attachment A.

Effective 1/1/18, management experience will be removed from the pricing methodology.

Effective 1/1/18, the annual medical pricing methodology will not include a stop loss calculation.

Effective 1/1/18, members in the BC2NE, MVP and HNE will be transferred to the PPO and these plans will be eliminated.

Effective 1/1/19, the Fallon and Harvard POS Plans will be frozen as shown in Attachment A and effective 1/1/20, the POS option is eliminated entirely.

Effective 1/1/18, members enrolled in the PPO and the CDHP plans are eligible to participate in the annual Corporate Health Club benefit offered through BCBS of Massachusetts. This benefit is subject to change should the corporate benefit be modified during the life of this agreement.

Benefit Books

The Company and the Union will discuss providing benefit books to employees and the education of employees on health and welfare benefits.

4) DENTAL PLAN

The Company contribution percentage toward dental will remain 80%.

Effective 1/1/18, a second dental plan which does not provide orthodontia coverage will be offered.

5) PENSION

The Core Contribution cap of 4.5% of eligible pay after 30 years of service will be eliminated for all employees in the Defined Contribution Pension Plan.

6) DISABILITY INSURANCE

Effective January 1, 2018, the short and long term disability contribution formula will change from a flat rate to a percentage. The Company contribution will be 80% and the employee contribution will be 20%. As salary changes, contribution will adjust.

7) RETIREE HEALTH AND LIFE INSURANCE

Existing language.

8) REDUCTION IN FORCES

Furlough Date moved to 1995

In case it becomes necessary to furlough, Construction Services is considered in being in three (3) groups each, Local 326, Line, Field Accounting and Fleet, and Local 486, Electrical, Structural and Depot, for employees hired on or before May 12, 1995.

For Local 486 employees hired after May 12, 1995, in case it becomes necessary to furlough, employees represented by Local 486 are considered as being from separate rosters (Electrical, Structural and Depot).

9) HOURS AND DAYS OF WORK

Ability to Change Shift for TLS Employees When a Scheduled Project is Completed Mid-Week
An established schedule cannot be changed during the week it occurs without mutual agreement, except in TLS when a scheduled project is completed mid-week.

Establish Pay Guidelines for Travel Outside the National Grid USA Service Territory

Employees requested to travel outside the National Grid USA service territory for a meeting or demonstration that requires airfare and/or an overnight stay, the Company will pay an Electrical, Structural employee, a Depot employee or a Sutton Garage employee (8) hours per day and will pay a TLS employee ten (10) hours per day. If the meeting goes beyond the employee's scheduled hours, he/she will be compensated for all hours worked. The employee is not eligible for per diem and travel pay. The employee will receive mileage to and from his/her home address to the airport. In addition, the company will also be responsible for the employee's air fare, parking, lodging, and meals.

10) COMPENSATION

Add Lead Removal Premium

A lead removal premium of \$4.00 per hour will be paid to employees who perform Lead Supervisor work. For sampling work, a minimum of four hours will apply. For scheduled lead abatement work, the premium will apply for that day. The premium will be applied to the employee base classification rate or to an upgraded work classification rate if the employee had received the upgraded work classification rate prior to being assigned to lead abatement work. The union agrees that all future employees receiving lead training will be required to complete the 40-hour Lead Supervisor certification. The union agrees to assist and support management's efforts to have employees selected for this training.

Add TLS Welder Certification Requirement

Any employee hired into the TLS Welder 2/C must become certificated in steel and aluminum welding in order to progress to TLS Welder 1/C w/ certification. An employee who fails to become fully certified and progress a TLS Welder 1/C w/ certification will be disqualified from maintaining a TLS Welder position.

The Company agrees to maintain two (2) TLS Welder's for the term of the contract.

One-time Stipend for MA State Vehicle Inspector's License

The Company agrees to provide a one-time stipend of \$250 for employees who currently hold a MA Vehicle Inspector's License. Additionally, an employee who obtains the license while employed by the Company will be entitled to the \$250 stipend.

Increase Off Hour Coverage Pay

Employees required to stand by for possible call-in will be paid \$85 per day, Monday through Friday and \$100 on weekends and holidays, when so assigned on a daily basis. This premium is not applicable to sick time or vacation time. In the case where the notice is less than 24 hours from the start of coverage period, the daily stipend will be increased to \$175 per day for all days in the coverage period.

Ability to Require Off Hour Coverage (Beepers) on Five Weekends

Effective May 12, 2017, in the case of a holiday or holiday weekend and on up to five (5) additional weekends, the Company can require employees to carry a pager/cell phone.

Clothing: Increase Initial, Annual and Cleaning Allowance

New employees in Depot, Electrical, Structural and Transmission Line Services departments will be provided initial fire retardant clothing allowances of \$940. Existing employees will receive an annual allowance of \$365. Transmission Lines Services employees will receive an additional \$150 annually towards the purchase of FR clothing. The allowance will be available at the beginning of each fiscal year. Any employee with an allocation balance equal to or greater than three times the annual allocation will not receive an allowance for that year. Stipends will be indexed to the average price increase, if any, during the term of the agreement.

Clothing: Annually Purchase a Winter Jacket and Winter Coverall to Sutton Garage Employees

The Company will provide and have cleaned 11 sets of work uniforms and 2 jackets to each employee in the Sutton Garage. Additionally, annually the Company shall provide each Sutton Garage employee one (1) winter weight jacket and one (1) winter weight coverall.

Clothing: Increase Work Boot Allowance

An annual protective footwear allowance of \$225 will be provided for employees in the following departments: Sutton Garage, Transmission Line Services, Depot, Electrical, Structural and Field Accounting. All protective footwear will comply with ANSI Z41 having an impact rating of 75, compression rating of 75, and electrical hazard rating (ANSI Z41 part 91 I/75 C/75 EH).

Additionally, the Company and the Union agree to meet in 2020 to discuss the cost of FR clothing.

Include Language Regarding Safety Glasses

If an employee wears prescription eyeglasses and it is required for such employee to wear safety glasses in order to perform his/her job, the employee will be entitled to up to two (2) pairs of National Grid approved prescription safety glasses as follows: 1 pair of clear prescription and 1 pair of tinted prescription glasses or, in the alternative, 1 pair of "transitions" prescription glasses.

11) HOLIDAYS

Existing language.

12) VACATION

Create Vacation Accrual for Employees With Less Than 1 Year of Employment

Employees continuously employed prior to January 1 for less than one year will be entitled to vacation with straight time pay of two normal working days for each full month of employment prior to January 1, up to a maximum of ten (10) vacation days.

13) SICK PAY, DISABILITY AND MEDICAL LEAVE

Create Sick Pay Entitlement for New Employees

Employees who have completed 90 days of service and have worked more than 80 hours in the calendar year shall accrue one (1) hour of sick time for every thirty (30) hours worked up to 40 hours.

Credit First 40 Hours of Sick Pay to Earned Sick Leave Quota Bucket

The first 40 hours of an employee's sick leave entitlement shall be credited to a Earned Sick Leave quota bucket

Eliminate TDI Eligibility for Service Company Employees

Effective January 1, 2018, employees are not eligible for TDI benefits.

Revise Pay for Time Worked Effective January 1, 2018

Procedure on "Pay for Time Worked"

Section 1. Sick pay benefits may be withheld from an employee with an unsatisfactory attendance record.

a. Determining Occurrences

1. An "absence" is defined as a scheduled work day.
2. An "occurrence" is defined as each absence.
3. A "protected absence" is any absence from work that is permitted under any applicable Federal or State law (e.g. Massachusetts Earned Sick Leave Law, Small Necessities Leave Act, FMLA).

b. Probationary Employees

1. Each absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee should be allowed to become permanent employee.
2. Occasionally, an individual's record suddenly worsens directly following the probationary period. In such cases, consideration should be given to warning the individual of possible discharge rather than mere loss of sick pay.

c. Permanent Employees

Section 2. The Record

Whether an employee should be called in for discussion of his poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number

of absences (frequency), total days lost, exclusive of protected absences (personal time, civic duties, union business, etc.) pattern of absence (past record, sudden change, regularity, days of week out), length of period over which absenteeism has been considered excessive

1. First Interview:

When such an interview is held with an employee whose job is covered by a labor agreement, the department head will invite the Union to be represented at the meeting. At the meeting the employee and the Union, will be provided with the number of non protected absence for the employee(s) involved.

In the first meeting, the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Company's sick pay policy was not designed for such excessive absenteeism. If the employee would like to see the Company physician, this should be arranged and the physician's recommendation received. If the individual does not want to see the Company physician, he should be told that his absentee record must improve or he may be put on a pay-for-time-worked basis. A continuing bad record may mean the individual is not employable.

This step will take place after 2 non-protected absences in a rolling 12-month period.

2. Second Interview:

The absentee record will be subject to monthly review, and if there is no substantial improvement after the warning, the department head should call in the employee and tell him that his attendance record continues to be a problem and that unless there is sufficient improvement, he may be put on a pay-for-time-worked basis and he may ultimately not be employable. Again, the Union will be invited to the interview and the employee and the Union will be provided with the absence record of the employee(s) involved.

This step will take place after 4 non-protected absences in a rolling 12-month period.

3. Third Interview:

The employee's absentee record will be subject to a monthly review, and if there is no substantial improvement, the employee will be placed on pay-for-time-worked. The employee will also be told that she/he may not be employable. Again, the Union will be invited to the interview and the employee and the Union will be provided with the absence record of the employee(s) involved.

The third step will take place after 6 non-protected absences in a rolling 12-month period.

Section 3. Follow-Up:

1. Failure to Improve – The absentee record of an individual on a pay-for-time-worked basis will be subject to monthly review, and if no substantial improvement is observed within one year, a discussion between the department head, the Employee Services Department and the Union should be held to determine what action, if any, should be taken.

2. **Improvement** – If the employee’s absentee record improves to the point where it is no longer considered excessive for a six months’ period*, then the department head may restore sick pay benefits to the employee. If the employee’s absentee record improves to the point where it is no longer considered excessive for one year, then the department head will restore sick pay benefits to the employee. When this is done, the department head should warn the employee that if his record again becomes poor, he will be put back on a pay-for-time-worked basis subject to a review at the end of a one year period. If sick pay benefits are restored as a result of this second review, and he again has to be placed on a pay-for-time-worked basis, this action will be for an indefinite period. Again the employee should be reminded that a continuing bad record may mean the individual is not employable. If sick pay benefits are restored as a result of this second review and the employee’s record is satisfactory for a further period of one year, the warning will be removed from the employee’s record, and the employee and the Union will be given written notice of this action.

*Exception: In case of dramatic action on the part of the employee designed to eliminate his absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

14) LEAVES OF ABSENCES

Increase Funeral Leave Entitlement for Immediate Family

In the event of death of a member of the family of an employee, the Company will grant reasonable time off without loss of normal straight time compensation for all scheduled workdays falling within the five (5) day period next following the date of a death of an employee’s spouse, domestic partner, child, step-child, daughter-in-law, son-in-law, parents, stepparents, and within the three (3) day period next following the date of a death of a sister or brother, stepsister, stepbrother, parents-in-law. An employee may request to delay the taking of funeral leave; however, such requests will be granted at the discretion of local management.

For other members of the family (grandparents, grandchildren, nieces, nephews, brothers-in law, sisters-in law, aunts and uncles) one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday

Military Leave

An employee with valid military orders can request additional military leave, subject to management approval.

15) TRAVEL AND LIVING EXPENSE PAYMENT SCHEDULE

Add Amesbury to Home Base Locations

With More Than 48 Hours’ Notice, Employees Are Not Eligible for Travel Pay for a One Day Session

When an employee is requested, by the Company, to attend a one day session such as a meeting, medical appointment, or training, he will be paid round trip mileage from the job site to the

Company location or expense per diem for that day, whichever is greater. If an employee is given more than 48 hours' notice, the employee will not be entitled to travel pay.

Modify Travel Pay to \$10.00 for Each 10 Miles and Eliminate Travel Time

When an employee is requested to travel more than 100 miles to or from a job, he/she will receive \$10.00 (before taxes and applicable deductions) for each ten miles or major portion traveled during periods outside the normal working day.

16) MEMORANDUM OF AGREEMENT ON LIVE LINE TRANSMISSION WORK

Modify TLS Agreement

TLS NE qualified employees will accumulate hot stick or bare hand hours when performing hot stick or bare hand work on transmission voltages inclusive of the job brief and site set up. Hours will be tracked on half day and full day increments while performing hot stick and bare hand work.

TLS NE qualified employees will be eligible to accumulate a maximum of fifty (50) hours when installing fault indicators. Hardcover and Hot Line Indicators will NOT count towards hot stick hours.

The company will attempt to assign 30% (minimum 2 persons) that are in need of their hot stick or bare hand hours to a crew performing live line work.

The company agrees to allow eight (8) Hot Stick Qualified Line Workers to progress to Live Line Specialist 1 provided the employees receive one hundred twenty (120) hours of Bare Hand training.

17) SCHEDULE OF WAGES

Increase Hourly Base Wage by \$0.60 prior to the Application of the GWI

The hourly pay rate for positions will be increased by \$0.60 prior to the application of the GWI on May 12, 2017.

In addition, increase Working Leader Hourly Base Wage Rates in Electrical and Structural by \$1.00.

Creation of Depot Specialist

The Company agrees to create a Depot Specialist position at \$43.61 an hour. The Depot Specialist will be required to maintain first class qualifications and possess a crane license for operating a crane over 75 tons.

Creation of a Depot, Utility Driver, 1st Class

The Company agrees to create a Depot, Utility Driver, 1st Class position at \$42.00 an hour. The Depot, Utility Driver, 1st Class will be required to maintain first class qualifications, maintain a 75 ton and under crane license and maintain an X endorsement (Tanker/Hazmat).

Creation of Four (4) New Positions with the Following Titles and Wage Rates:

Structural Specialist/cc/ with Tanker Endorsement	\$44.12
Structural Specialist with Tanker Endorsement	\$42.70
Utility Worker 1/C/cc with Tanker Endorsement	\$40.75
Utility Worker 1/c with Tanker Endorsement	\$39.82

Attachment A

LNG New England Union National PPO Plan Design	Current PPO 2017	National PPO 1/1/2018-12/31/2020 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% BCBS	National PPO 1/1/2021-12/31/2022 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% BCBS
Deductible (individual) *	\$0	\$250	\$300
Deductible (family) *	\$0	\$500	\$600
OOPM (individual) (inc ded, co-insurance, medical and Rx copays)	\$6,350	\$1,900	\$2,200
OOPM (family) (inc ded, co-insurance, medical and Rx copays)	\$12,700	\$3,800	\$4,400
Co-insurance *	100%	95%*	95%*
Office Visit (PCP)	\$25	\$30	\$30
Office Visit (SPC)	\$30	\$40	\$45
Preventive Care (subject to schedule)	100%	100%	100%
Adv Radiology *	100%*	95%*	95%*
Diagnostic Xray/Lab *	100%	95%*	95%*
Emergency Room *	\$100 co-payment	95%*	95%*
Urgent Care	\$30	\$40	\$45
Inpatient Hospital *	100%	95%*	95%*
Outpatient Surgery *	100%	95%*	95%*
Pharmacy Programs		All Programs	All Programs
Pharmacy Retail			
Generic	\$20	\$10	\$15
Preferred Brand	\$30	\$35	\$35
Non-preferred	\$50	\$60	\$60
Pharmacy Mail			
Generic	\$40	\$20	\$30
Preferred Brand	\$60	\$70	\$70
Non-Preferred	\$100	\$120	\$120
Employer/Employee Contribution Percentage			
2017 PPO	80% / 20%		
2018 PPO	82% / 18%		
2019 PPO	81% / 19%		
2020 – End of Contract PPO	80% / 20%		

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Attachment A

LNG New England Union National POS Plan Design	Current POS 2017	Regional POS 1/1/2018 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% Fallon/Harvard	Freeze Enrollment No New Hires Regional POS 1/1/2019 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 75% Fallon/Harvard	Eliminate Plan Regional POS 1/1/2020
Deductible (individual) *	\$0	\$250	\$250	
Deductible (family) *	\$0	\$500	\$500	
OOPM (individual) (inc ded, co-insurance, medical and Rx copays)	\$500	\$1,900	\$1,900	
OOPM (family) (inc ded, co- insurance, medical and Rx copays)	\$500	\$3,800	\$3,800	
Co-insurance *	100%	95%*	95%*	
Office Visit (PCP)	\$20	\$30	\$30	
Office Visit (SPC)	\$25	\$40	\$40	
Preventive Care (subject to schedule)	100%	100%	100%	
Adv Radiology *	100%*	95%*	95%*	
Diagnostic Xray/Lab *	100%	95%*	95%*	
Emergency Room *	\$75 co-pay	95%*	95%*	
Urgent Care	\$25	\$40	\$40	
Inpatient Hospital *	100%	95%*	95%*	
Outpatient Surgery *	100%	95%*	95%*	
Pharmacy Programs	All Programs	All Programs	All Programs	
Pharmacy Retail				
Generic	\$10	\$10	\$10	
Preferred Brand	\$20	\$35	\$35	
Non-preferred	\$50	\$60	\$60	
Pharmacy Mail				
Generic	\$20	\$20	\$20	
Preferred Brand	\$40	\$70	\$70	
Non-Preferred	\$100	\$120	\$120	
HSA Seed subject to healthy behaviors	N/A	N/A	N/A	
Employer/Employee Contribution Percentage				
2017 POS	80% / 20%			
2018 POS	80% / 20%			
2019 POS	80% / 20%			
2020 – End of Contract POS	80% / 20%			

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Attachment A

LNG New England Union National CDHP Design	Current CDHP	GDHP 1-1-18-12/31/2020 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 70%	GDHP 1/1/2021-12/31/2022 Out of Network deductibles and OOPM are 2x's the in-network co-insurance is 70%
Deductible (Single) *	\$1,500	\$1,550	\$1,600
Deductible (Employee +1 and Family) *	\$3,000	\$3,100	\$3,200
OOPM (Single)	\$3,200	\$2,700	\$3,200
OOPM (Employee+1 and Family)	\$6,400	\$5,400	\$6,400
Co-insurance *	90%	90%*	90%*
Office Visit (PCP) *	90%	90%*	90%*
Office Visit (SPC) *	90%	90%*	90%*
Preventive Care (subject to schedule)	100%	100%	100%
Adv Radiology *	90%	90%*	90%*
Diagnostic Xray/Lab *	90%	90%*	90%*
Emergency Room *	90%	90%*	90%*
Urgent Care *	90%	90%*	90%*
Inpatient Hospital *	90%	90%*	90%*
Outpatient Surgery *	90%	90%*	90%*
Pharmacy Programs	Utilization Programs	Utilization Programs Preventive Drug List	Utilization Programs Preventive Drug List
Pharmacy Retail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
Pharmacy Mail			
Generic *	90%	90%*	90%*
Preferred Brand *	90%	90%*	90%*
Non-preferred *	90%	90%*	90%*
HSA Seed subject to healthy behaviors plan year 2020	None	\$750/\$1500	\$750/\$1500

Employer/Employee Contribution Percentage	
2017 CDHP	90% / 10%
2018 CDHP	90% / 10%
2019 CDHP	90% / 10%
2020 - End of Contract CDHP	90% / 10%

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